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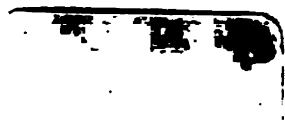
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RERUM BRITANNICARUM MEDIÆVI  
SCRIPTORES,

OR

CHRONICLES AND MEMORIALS OF GREAT BRITAIN  
AND IRELAND

DURING

THE MIDDLE AGES.



**THE CHRONICLES AND MEMORIALS**  
**OF**  
**GREAT BRITAIN AND IRELAND**  
**DURING THE MIDDLE AGES.**

PUBLISHED BY THE AUTHORITY OF HER MAJESTY'S TREASURY, UNDER  
THE DIRECTION OF THE MASTER OF THE ROLLS.

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ON the 26th of January 1857, the Master of the Rolls submitted to the Treasury a proposal for the publication of materials for the History of this Country from the Invasion of the Romans to the reign of Henry VIII.

The Master of the Rolls suggested that these materials should be selected for publication under competent editors without reference to periodical or chronological arrangement, without mutilation or abridgment, preference being given, in the first instance, to such materials as were most scarce and valuable.

He proposed that each chronicle or historical document to be edited should be treated in the same way as if the editor were engaged on an *Editio Princeps*; and for this purpose the most correct text should be formed from an accurate collation of the best MSS.

To render the work more generally useful, the Master of the Rolls suggested that the editor should give an account of the MSS. employed by him, of their age and their peculiarities; that he should add to the work a brief account of the life and times of the author, and any remarks necessary to explain the chronology; but no other note or comment was to be allowed, except what might be necessary to establish the correctness of the text.

The works to be published in octavo, separately, as they were finished; the whole responsibility of the task resting upon the editors, who were to be chosen by the Master of the Rolls with the sanction of the Treasury.

The Lords of Her Majesty's Treasury, after a careful consideration of the subject, expressed their opinion in a Treasury Minute, dated February 9, 1857, that the plan recommended by the Master of the Rolls "was well calculated for the accomplishment of this important national object, in an effectual and satisfactory manner, within a reasonable time, and provided proper attention be paid to economy, in making the detailed arrangements, without unnecessary expense."

They expressed their approbation of the proposal that each Chronicle and historical document should be edited in such a manner as to represent with all possible correctness the text of each writer, derived from a collation of the best MSS., and that no notes should be added, except such as were illustrative of the various readings. They suggested, however, that the preface to each work should contain, in addition to the particulars proposed by the Master of the Rolls, a biographical account of the author, so far as authentic materials existed for that purpose, and an estimate of his historical credibility and value.

*Rolls House,*  
*December 1857.*

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**Dear Books**

OF THE REIGN OF

**KING EDWARD THE THIRD**

**YEARS XI AND XII.**



**Dea r B o o k s**  
OF THE REIGN OF  
KING EDWARD THE THIRD  
YEARS XI AND XII.

EDITED AND TRANSLATED

BY

**ALFRED J. HORWOOD,**  
OF THE MIDDLE TEMPLE, BARRISTER-AT-LAW.

WITH PREFACE AND INDEX BY  
**LUKE OWEN PIKE, M.A.,**  
OF LINCOLN'S INN, BARRISTER-AT-LAW.

PUBLISHED BY THE AUTHORITY OF THE LORDS COMMISSIONERS OF HER MAJESTY'S  
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1883.

THE  
STATIONERY OFFICE  
OF THE  
HER MAJESTY'S STATIONERY OFFICE

58,561

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**P R E F A C E.**

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## P R E F A C E.

MR. HORWOOD, whose unexpected death will be deplored by workers in many fields of antiquarian research, wrote and passed through the press the whole of the text and translation contained in the present volume. He also prepared the "Table of Names"; and his successor is responsible only for this preface and for the index.

It is much to be regretted that no preface by Mr. Horwood has been found amongst his papers. His work must necessarily appear at a disadvantage when another editor has to explain by inference or conjecture those preliminary details which he would have explained directly.

The present volume contains reports of the whole of the eleventh year and of three terms in the twelfth year of the reign of Edward III. The last volume edited by Mr. Horwood concluded with the thirty-fifth or last year of the reign of Edward I.; and it may be asked why the next term selected for publication is Hilary in the eleventh year of the reign of Edward III. Mr. Horwood, it may be presumed, was not in possession of sufficient materials for another volume of Year Books of any portion of the reign of Edward I., and (finding that the old editions of the Year Books extend uninterruptedly from the first year of the reign of Edward II. to the tenth year of the reign of Edward III.) proceeded to fill up the first gap in the printed series. No complete Year Books of dates between the tenth and the seventeenth years of the reign of Edward III. appear to have been hitherto published, though there are manuscripts from which the whole of the deficiency may be

made good, and from which some extracts have been made for Fitzherbert's and other Abridgments.

Some reason, too, ought perhaps to be assigned for concluding the present volume with Trinity instead of Michaelmas term, 12 Edward III. It certainly was, at one time, Mr. Horwood's intention to complete the year, as reports of Michaelmas term were sent to the printers and even set up in type, but subsequently withdrawn. It is no less certain that he afterwards decided to end with Trinity term, as his directions to that effect appear upon the proofs with his final corrections. Possibly the great bulk of the volume deterred him from making any addition to it.

The MSS. The whole of the MSS. used by Mr. Horwood have, it is believed, been identified. One belongs to the Honourable Society of the Inner Temple, one to the Honourable Society of Lincoln's Inn, and one to Sir Charles Isham, Bart.; the rest are "Additional MSS." in the British Museum, numbered respectively 16,560, 25,184, and 25,185.

The Temple MS. The Inner Temple MS., which bears a press-mark No. 510, is, for the most part, of a handwriting which is within a few years contemporaneous with the reports contained in the volume. It consists of 129 folios or leaves of vellum carefully numbered.

The volume, like many of the best MSS., is imperfect at the beginning, the first word of the first page being in the middle of a sentence. At the forty-second line, however, is the heading, "De Termino Paschæ Anno " Regni Regis Edwardi Tertii a Conquestu Decimo," and, from Easter in the tenth year to Hilary in the twelfth year, there are reports under clearly marked and contemporaneous headings for each term. Near the end of folio 44b is a space upon which is written in very small letters, but in a contemporary hand, "De termino " Paschæ Anno Regni Regis E. etc. xii in aliis libris." There has also been here some other writing which has

been erased. The reports next succeeding are distinctly attributed, in Sir Charles Isham's MS., and in the additional MS. 25185, to Easter term, but, as will hereafter be explained, some of them are assigned to another term in another MS. They extend from fol. 44*b* to fol. 47*a*.

Fol. 47*b* and the whole of fol. 48 contain copies of records which have been printed by Mr. Horwood as of Easter term 12 Edward III. at pp. 465-487 of the present volume. There are no cases assigned to Trinity or Michaelmas term.

From Hilary term 13 Edward III. to Michaelmas term 16 Edward III. consecutively, there are reports of cases in each term under contemporary term-headings in large and distinct writing. They end at fol. 126*b* of the MS.

Folios 127 and 128 are about an inch shorter, and an inch narrower than the rest of the MS. Fol. 127*a* has the word *nono* at the top; fol. 127*b* the letters "*hill*." and fol. 128*a* the word *nono*. A word has been erased at the top of fol. 128*b*. Fol. 127*a* begins in the middle of a sentence. The report beginning on the third line appears in the printed Year Book as the fourth case in Hilary term in the ninth year of the reign of Edward III. It is, however, incomplete, and fol. 128 begins in the middle of another report, which has been identified as the third case (a *quare impedit*) in the printed Year Book of Trinity term, 9 Edward III.

The last folio (No. 129) bears writing in later hands, and includes miscellaneous notes in Latin and English. Among them are a copy of a charter, the great philosophical maxim "*Mediocria firma*," and a hexameter line:—

"*Omnibus est notum quod multum deligo potum*," in which, perhaps, *deligo* is used in the sense of *diligo*. There is also a prescription in English for use in case of fever, and some other memoranda.

The MS. is in excellent preservation throughout, and is of very great value. It is now in a handsome modern

binding, but the letters of an older binding have been retained upon a fly-leaf of the volume and show the following title:—

“ Year Booke, x., xl., xii., xiii., xiv., xv., xvi., Edward  
“ Ye 3d. Never Printed.”

The Lin-  
coln's Inn  
MS.

The Lincoln's Inn MS. (numbered in the Catalogue XL. (CLXXXVI.) is a bound volume of great thickness. The writing is upon vellum, and by hands approximately of the period of the reports. The skins or folios are not numbered consecutively from the beginning to the end of the volume, but there is an ancient numbering of them for each year, commencing anew where one year ends and another begins. Next the cover are a few fly-leaves of paper, upon one of which is written:—“ N.B. In this book are the terms from 10 to 17  
“ Ed. 3, which are not printed.” Upon another appear the words:—“ Ex dono Rogeri Owen, Militis, unus [*sic*]  
“ Magistrorum de Banco xiiii<sup>o</sup> Maii, Anno Regni Regis  
“ Jacobi xiiii<sup>o</sup>.” This Sir Roger Owen, of Condovery, was a son of Thomas Owen, who was a Justice of the Common Pleas in the reign of Elizabeth.

The reports commence in Easter term in the first year of the reign of Edward III. They are followed by reports in Michaelmas term of the same year, and in consecutive terms as far as Easter in the sixth year. This is succeeded by Michaelmas in the sixth year, Trinity being omitted. Then appears one copy of reports in Hilary term in the seventh year, and after it a second copy. The first of these appears to be incomplete, the second complete. Easter term in the seventh year begins on the folio or skin on which the second copy of cases in Hilary term ends. The terms are then in due order as far as Hilary in the eighth year; but, if the page headings are to be trusted, there is nothing between that and Hilary in the ninth year. There is a page heading to indicate reports in the next Easter term, and a substantive heading for those in Trinity, and another for

those in Michaelmas term in the ninth year, as well as a statement showing where that year ends. A few legal notes then fill up the folio or skin. For the tenth and eleventh years there are reports in every term; but Michaelmas term in the eleventh year is imperfect, and the twelfth year is wholly wanting. The first three terms in the thirteenth year seem to be complete, but Michaelmas ends abruptly at the foot of a skin, shortly after the heading which marks it, and is succeeded by a portion of a second copy of Michaelmas term in the eleventh year. From the fourteenth year to the seventeenth there are no terms missing except Michaelmas in the seventeenth. There are, according to page headings, reports for every term in the eighteenth year, but the last case in Michaelmas term ends in the middle of a sentence. There are cases in every term in the nineteenth and twentieth years; but Michaelmas term in the latter is unfinished and is followed by Trinity term in the twenty-first year, as shown by a page heading. The beginning of the last-mentioned term is also wanting. The volume concludes with Michaelmas term in the twenty-first year.

The MS. is of high value, and the writing in which some of the first reports appear is of the very earliest part of the reign of Edward III.

The writing of Sir Charles Isham's MS. is in several hands. It is a large volume of parchment, but wants a cover, and is defective at the beginning. The first leaf commences imperfectly with a portion of a term which may be Easter in the seventh year of the reign of Edward III., but, as will be seen from the description of the latter portion of the contents, the skins or folios are (as frequently happens) bound in wrong order. Cases, however, under distinct headings for successive terms from Trinity in the seventh to Hilary in the eighth year of the reign of Edward III.

follow consecutively. A portion of a leaf or folio has been cut away at the end of the reports of Hilary Term; and upon this may have been written cases in the beginning of the following Easter Term. Some reports which (according to the page headings) are of that term, precede the substantive heading for Trinity Term, 9 Edward III. Thence onwards there are reports (under distinct headings) of every term as far as Easter, 12 Edward III. This last term, however, is incomplete, as shown by the catchword at the foot of a page. It is succeeded abruptly by Hilary Term, 20 Edward III., to which there is a clearly marked heading as well as to consecutive terms as far as Trinity, 21 Edward III. This is followed by a term entitled in the main heading Michaelmas, 20 Edward III. The date should obviously be 21 Edward III., and is so given in the page headings. At the end of this term is a skin which appears to have served, at some time, as the outside folio or cover of a book.

The remainder of the MS. should have been bound at the beginning of the volume, or separately, as it is nearly all of earlier date. The Northampton iter, eyre, or circuit, commencing in Michaelmas Term (Monday next after the Feast of All Saints), 3 Edward III., is reported at great length, occupying no less than thirty-one skins or leaves. Next comes a Nottingham iter, and after that a Derby iter, each occupying eleven skins or folios, and each being defective in respect of date. In both, however, Sir William Herle is mentioned, and the time may therefore be readily fixed as certainly not later than July 1335, and most probably not later than 1329, or 3 Edward III. The Derby iter is followed by reports of the usual kind, in Trinity term, 5 Edward III. According to the page heading there are some cases also in Michaelmas term of the same year, and there are reports with clearly marked headings of successive terms, from Hilary, 6 Edward III., to Michaelmas,



7 Edward III. The volume thus concludes very nearly at the point at which it commenced, and gives a double set of reports for Trinity and Michaelmas terms, 7 Edward III.

One of the most important features of Sir Charles Isham's useful MS. in relation to the present volume, is the date (Easter term) which it assigns to certain cases of the twelfth year of the reign of Edward III. In this, as will hereafter appear, it differs from the additional MS., No. 16,560, though it agrees with others.

The Additional MS., No. 16,560, in the British Museum, <sup>The MSS.</sup> <sup>in the</sup> <sup>British</sup> <sup>Museum.</sup> consists of 323 skins or folios of vellum, of which the first 120 contain "placita," or copies of records with references to the rolls by number. The Year Books or Reports begin, at fol. 121, with Hilary term, 3 Edward III., and there are cases in consecutive terms as far as Michaelmas, 4 Edward III., which ends at fol. 156, where the MS. becomes imperfect. Folios 157-168 consist of fragments. Folios 169-178 contain cases of which a part are apparently of Michaelmas term, 7 Edward III., and the rest are of Hilary term, 8 Edward III. At fol. 179 begins another copy of Reports of Hilary term, 8 Edward III., and there are reports in successive terms as far as Michaelmas in the same year, which extends to fol. 202*b*. At fol. 203 is a portion of a third copy of cases in the same Hilary term continued to fol. 208. This is succeeded by a second copy of the reports of the three next terms, ending at fol. 218*b*. Next come Hilary and Easter terms in the ninth year (according to the date assigned in a hand which is not contemporary), and they are followed at fol. 225 by Trinity term in the same year, with the date marked in a contemporary hand. At fol. 226*b* the MS. again becomes imperfect. Folio 227 seems to contain a portion of Hilary term, 10 Edward III., as Easter term in that year begins on fol. 227*b*. The terms then follow continuously as far as Hilary in the twelfth year, but the

date is not always in contemporary writing. The last-mentioned term is incomplete, and ends abruptly at fol. 263*b*, after which there is a narrow strip instead of a complete skin or folio. At fol. 264 (beginning in the middle of a sentence) are cases assigned by page heading to Easter term, 12 Edward III.

In the middle of fol. 265 is a considerable space, but no heading as of a new term. At the top of fol. 265*b* Trinity appears as a page heading, and on the opposite page (fol. 266) "a<sup>o</sup>. 12." It is from this portion of the MS. (fol. 265 to fol. 272) that Mr. Horwood has printed a great portion of the cases assigned to Trinity term in the twelfth year.

At fol. 272 there is another space, but again without a heading, and the next page-heading is "Mich." The MS. is again defective at fol. 273*b*, where occurs in pencil the note "leaf gone." Hilary term, 13 Edward III., begins at fol. 275, and there are successive terms as far as Michaelmas in the same year, but once more there is a "leaf gone" after fol. 285*b*. Folio 286 has been assigned to year 14, but to no particular term. From fol. 287 to fol. 291*b* the reports are assigned to Michaelmas term, 15 Edward III. From fol. 291*b* to fol. 311*b* the cases appear to be of the four terms (in due order) of the year 16 Edward III.

From fol. 312 to the end (fol. 323) is another copy of reports for the whole of the eleventh year of the reign of Edward III., but it does not agree in all respects with the previous copy beginning at fol. 246*b*.

With the exception of a few later notes, such as the page-headings, &c., the MS. is in co-æval hands, and therefore of considerable value, but, as will be seen from the preceding description, the dates which appear in it must be received with caution.

The Additional MS., 25184 ("purchased of Lord Robert "Montagu, M.P., 27 June 1863"), consists of 327 skins or folios of vellum. Its contents are exclusively

Year Books, which begin in Easter term, 1 Edward III., and continue without a break as far as Michaelmas term, 7 Edward III. (ending fol. 146*b*). At fol. 147 commences Hilary term, 10 Edward III., and there are reports in successive terms as far as Michaelmas, 14 Edward III. (ending fol. 236*b*). Hilary term, 16 Edward III., follows at fol. 237, and the rest of the MS. (to the end at fol. 327*b*) is occupied by the reports of that and each of the other terms in chronological order, to Michaelmas, 18 Edward III.

The handwriting is co-æval, and this is one of the most valuable MSS. of the Year Books of the period.

The Additional MS., No. 25185 ("purchased of Lord R. Montagu, M.P., 27 June 1863"), consists of 87 skins or folios of vellum. It commences with Hilary term, 9 Edward III., and contains full reports in due succession of terms as far as Michaelmas, 10 Edward III. (ending fol. 63*b*). Fol. 64 begins imperfectly with a part of Trinity term, 11 Edward III., after which follow successive terms as far as Trinity, 12 Edward III., with which the volume ends at fol. 87*b*.

This MS. also is in a co-æval hand, and useful for the period over which its extends.

The whole of the MSS. are thus approximately contemporary. Sometimes reference is made in one report to another of a subsequent date—a fact which shows that the Year Books were transcribed and retranscribed with notes accruing from time to time. There is, however, hardly any portion of the text of any of the MSS. in a later hand than that of the reign of Richard II., and very little in a hand that is so late.

Mr. Horwood has, when possible, uniformly made the Temple MS. the basis of his text. He has occasionally referred to it in the foot notes by the letter T. Various readings found in the Lincoln's Inn MS. are identified by the letter L., and those in Sir Charles Isham's MS. by the letter I.; these are the only MSS. which

The use  
made of  
the various  
MSS.

appear to have been collated at any part of the volume before page 387 (Hilary term, 12 Ed. III.).

The Temple MS. has been followed uninterruptedly through the whole of the first three terms (Hilary, Easter, and Trinity, 11 Edward III.) and through the next term (Michaelmas) as far as p. 339 of the present volume.

Two cases not existing in the Temple MS. are then introduced, one found in the Lincoln's Inn MS., as well as in Sir C. Isham's, and the other in Sir C. Isham's, but not in the Lincoln's Inn MS.

Through the earlier portion of Hilary term, 12 Edward III., the Temple MS. is still the foundation of the text, but the whole of the later cases in that term, beginning with the writ of Mesne at p. 387, are from the Additional MS., No. 16560.

The Temple MS. is again followed from the beginning of Easter term, 12 Edward III., as far as it contains any reports which can be assigned to that term, but other cases (beginning at p. 487) are (as stated in the foot note) printed from the Additional MS., No. 25184. There is a foot note showing collation with the Additional MS., No. 16560, at p. 505. From p. 509 to the end of the term the Additional MS., No. 25185, has served as the groundwork of the text, though a foot note at p. 519 shows that it has been collated with No. 25184.

Most of the reports of Trinity term, as printed by Mr. Horwood, *i.e.* from p. 527 to p. 649, are from the Additional MS., No. 16560, which, however, as some of the foot notes show, has been collated with the Additional MSS., 25184 and 25185. The rest, from p. 649 to the end, are from the Additional MS., No. 25184.

When the same cases appear in more manuscripts than one they are frequently in different order, sometimes even to the extent of appearing under one term in one MS. and under another term in another. It was, perhaps, with the intention of bringing this fact prominently into notice that Mr. Horwood printed from the Temple MS. some

reports which are there referred to Easter term, and reprinted them from the Additional MS., No. 16560, where they are referred to Trinity term. Thus the case beginning at p. 451, and three succeeding cases ending at page 459, and there printed as of Easter term, are printed again as of Trinity term, at pp. 565-573, with the addition of marginal notes, but otherwise with very slight variations. So also the five consecutive cases beginning at p. 461, and printed as of Easter term, are reprinted as of Trinity term at pp. 575-577. Mr. Horwood was certainly quite aware that there is sometimes a variation of date and order in the different MSS., as shown by his note at p. 587, where he prints from 16560 as of Trinity term a case assigned to Easter term in 25185, but not printed as of that term. It is, therefore, probable that the repetition has been made with a definite object in view. In one instance the name of a judge is extended from the contracted form Sch. in the original to Schardelowe in Easter term, and to Schardeburgh in Trinity.

If it be asked to what term the repeated cases really belong, it may be answered that the weight of evidence is much in favour of Easter. The heading of the Temple MS., under which they are included, "*De Termino Paschæ anno Regni Regis E. etc., xii. in aliis libris,*" is made somewhat obscure by the last three words, but the meaning probably is that the cases are of Easter term, and that others of the same term are to be found elsewhere. The heading in Sir Charles Isham's MS. is perfectly distinct, and assigns them clearly to Easter term. The heading in the Additional MS. 25185, in which they all occur, also distinctly places them in Easter. Most of them are absent altogether from the Additional MS. 25184, but the case of attain, printed at p. 453 and p. 567, is found there under Easter term, in the form of a short note, of two lines, which is also printed at p. 501. There is no substantive heading to Trinity term in the Additional MS. 16560; and the only reason for attri-

buting the cases to that term is that they are inserted in that MS. among some others which appear as of Trinity term in some of the other MSS., and that there are page headings "Trin. 12." The fact seems to be that a space was left in the MS. to be subsequently filled up with the title of the term, and that cases in Easter and Trinity were then copied as occasion served. It is, of course, quite immaterial whether they were argued in the one term or the other, except for the purpose of reference.

Mr. Horwood has in a note at p. 487 called attention to the fact that a case there printed is the same (though differently reported) as one at p. 443. At p. 443 it is from the Temple MS., at p. 487 from the Additional MS. 25184. It also occurs in the Additional MS. 25185, and in each MS. as of Easter term. Similar instances will be found commencing at pages 361 and 391, pages 441 and 489, pages 465 and 593, pages 497 and 577, pages 513 and 579, pages 515 and 581, pages 539 and 635, pages 543 and 633, pages 545 and 623, pages 547 and 617, pages 557 and 649, pages 563 and 639, pages 625 and 649, and elsewhere.

The reports : the common law and the canon law.

There are many cases in this volume which are of much interest both from a legal and from a historical point of view. At this period it was still the law of England, in accordance with the canon law, that divorce for consanguinity or affinity did not bastardise the issue of a marriage. According to Bracton<sup>1</sup> "Si quis primo contraxerit cum aliqua consanguinea, vel alia affinitate conjuncta . . . et, inter eos celebrato divortio, contraxerit cum alia, nihilominus de prima erit proles legitima, non obstante divortio."

This statement of the law of England is in perfect agreement with *Decretal*. Gregor. IX., Lib. IV., Tit.

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<sup>1</sup> *De Actione Dotis*, Cap. 5. In Sir Travers Twiss's edition, vol. iv., p. 472.

17, c. 2. "Cum inter I. virum et T. mulierem could  
 " tii sententia canonice sit prolata, filii eorum rse  
 " debent exinde sustinere jacturam, cum parente  
 " eorum *publice*,<sup>1</sup> sine contradictione ecclesiæ, inte.  
 " se contraxisse noscantur. Ideoque sancimus ut filii  
 " eorum, quos ante divortium habuerunt, et qui con-  
 " cepti fuerant ante latam sententiam, non minus ha-  
 " beantur legitimi, et quod in bona paterna heredi-  
 " tario jure succedant, et de parentum facultatibus  
 " nutriantur."

Not very long after the date of the Year Books in the present volume, however, there began to prevail among English lawyers an opinion that a divorce for pre-contract or affinity should have the effect of making the marriage void *ab initio*, and consequently of bastardising the issue.

In the Year Book of Michaelmas term, 47 Edward III., No. 78 (printed 1679), there is a note, of which the following is a translation :—

"Note that there may be a divorce in five different  
 " ways, viz.: *causa professionis*, *causa præcontractus*,  
 " *causa consanguinitatis*, *causa affinitatis*, et *causa*  
 " *frigiditytis*. And note that after divorce *causa profes-*  
 " *sionis* the woman shall have her dower, and the  
 " heir inherits, but in the other cases she shall not  
 " have her dower and the heir does not inherit."

The doctrine is strangely expressed, for it is obvious that the heir must inherit, and that the question to be determined is the heirship. The meaning, however, clearly is that the issue which would inherit in the absence of a divorce, could not inherit in cases where the parents had been divorced for any cause except *causa professionis*. It is unfortunate that the first

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<sup>1</sup> The issue of a clandestine marriage within the prohibited degrees | was, however, illegitimate. *Decretal*, Gregor. ix., Lib. iv., Tit. 3, c. 3.



but the publication of the later opinion on this subject should be in the form of a note rather than in a case reported to length; but it is by no means impossible that some case between the years 12 and 47 Edward III., may yet be found in unpublished MSS., which will show the first decision in opposition to the views of Bracton, and of some generations of judges after his time.

It is probable that the change was not accepted without a struggle, for the point was raised and stubbornly contested in the reign of Edward IV. (Year Book, Hil. 18 Edw. IV., No. 28.) But Littleton (among others) upon that occasion inclined to the opinion that where there had been a divorce for consanguinity the issue was bastard. His great commentator Coke (*Co. Litt.* 235a), writing long afterwards, seems to have forgotten that there was ever a doubt upon the subject, much more that the earlier lawyers accepted the canon law as the law of the land. The statute of 32 Henry VIII. c. 38, had, it may be presumed, thrown all the old learning upon this matter into oblivion.

The issue of persons divorced for affinity held legitimate.

The record of an assise of Mort d'Ancestor, printed at pp. 481-487, is a very remarkable illustration at once of the old doctrine respecting divorce for consanguinity or affinity and of the manners and customs of the time. It was found by the jurors of the assise that one Robert, having married one Margery, had issue, a son P. (the claimant) and other children, and was afterwards divorced from Margery on the ground of affinity. He then lived in concubinage with one Sabina, by whom he had a son Thomas. He subsequently married one Agnes de A., from whom he was afterwards divorced. He then married Sabina, by whom he had a son William, born in wedlock. The illegitimate son Thomas died before his father, but left a daughter Alice, whom the chief lord of the fee placed in seisin of the tenement in dispute for a sum of money given to him by her friends. It was held that Alice, as the daughter of the bastard, had no

right, and that William, though born in wedlock, could not establish the descent of the right to himself, because P. was the elder and born "in legitimo matrimonio . . . non obstante divortio inter eos facto ratione affinitatis, cum nullum divortium ea de causa celebratum facit aliquem bastardum natum post desponsationem et ante divortium."

Two other cases which illustrate the relations of the canon law to the common law are reported at pp. 231-235, and pp. 351-353. It there appears that after the statute of Merton the question of bastardy was not referred to an ecclesiastical court when it was admitted that the parents of the alleged bastard had been legally married but was denied that the child had been born in wedlock.<sup>1</sup> It seems, therefore, that the attempt to introduce the canon law or civil law, which recognise as legitimate the child of parents married after its birth, was followed by the complete loss of a jurisdiction previously claimed by the ecclesiastical courts, and in a certain sense recognised. The famous saying of the earls and barons that they would not change the laws of England was a retort to the bishops who had declared that they would not make a return to the King's writ which was inconsistent with the canons of their church. Thenceforward they were not asked.

A case in which a man married under duress, force or fear, is reported at pp. 361-363, and in a somewhat different form at pp. 391-393. He brought a writ of trespass against a number of persons, one of whom was, according to the plea in abatement, his wife. He complained that they had taken, beaten, and imprisoned him, until he had paid them 100*l*. At the same time, as it afterwards appeared, they forced him to a marriage with the woman to which he would not afterwards consent.

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<sup>1</sup> See also Bracton *De Assisa Mortis Antecessoris*, c. 19, Ed. Sir T. Twiss, vol. iv., p. 328.

Upon this the principal points which presented themselves were, whether the supposed husband could proceed against the supposed wife, and whether, if he could not, the writ, having abated as against her, would abate as against the others. It was held that, if she was taken and reputed to be his wife, the writ would abate as against her, and she must be regarded as his wife until a divorce had been obtained in the ecclesiastical court. It was pointed out by counsel that, upon an issue whether she was his wife or not in a court of common law, it might be found that she was his wife (according to repute), yet after the death of her supposed husband the certificate of the bishop that she had never been joined in lawful matrimony (*causa metus*) would be a sufficient answer to foreclose her should she bring a writ of dower. It was, however, decided, that the replication "never joined in lawful matrimony," the issue upon which must have been sent to a court Christian, was inadmissible, as dower was not in question, but that a jury from the place where the alleged marriage took place could give a verdict upon the fact when issue was joined upon the replication "never his wife." For this, it was said, there was a precedent.

The king  
and the  
writ of  
*Quare  
Impedit.*

The court expressed an opinion (p. 323) that a *Quare Impedit* did not lie for the king in respect of a prebend. A case is there also mentioned, as an illustration, in which it had been determined that in order to effect a presentation to the chapel of St. Katharine in London he ought not to have a *Quare Impedit*. His proper course was to present by charter and command the sheriff to give seisin, when any one who might be aggrieved could afterwards seek a remedy by petition.

Puture.

At pp. 269-275 is a report of one of those rare cases in which there was a claim of puture. The action was in the form of an assise of novel disseisin against the abbot of St. Mary of York. It was alleged that Henry de la Panetrie had been disseised of his puture in the

priory of Wodershall. This was defined as food and drink at the table of the Abbot's grooms (*garçiones*) on Friday in every week, together with the right to carry away, whenever he pleased, a flagon (*lagena*) of the best ale in the Abbot's cellar, and two tallow candles from the Abbot's chamber, a bushel of oats for his horse, and a loaf of black bread for his dog. Panetric was a forester in the forest of Inglewood, and the whole of his claim is consistent with the definition in 4 *Inst.* 307 of puture, to which foresters, and, in some cases, the bailiffs of hundreds had a right by custom. In this instance, however, it was asserted, on the part of the defendant, and apparently admitted that puture did not extend beyond food for man, though the plaint was held good on the ground that several freeholds may be included in one writ or one plaint. The case for the plaintiff was that his immediate predecessor and others before him beyond legal memory had been seised of the puture as belonging to the office which his immediate predecessor had forfeited to King Edward II. King Edward III. had granted the office to the plaintiff for life, subject to good behaviour, to hold in the same manner as it had been previously held. The claim was resisted on the ground that the plaintiff had only an estate for life in the office, that his predecessor had not been shown to have held the office in fee, with a right of puture appendant to it, and that, in the absence of a specialty, there was no title to charge the church in perpetuity. The decision is not reported.

The incidental remarks of judges and counsel made during the hearing of a cause sometimes afford valuable illustrations of the manners of the age. The custom of citing cases was gradually establishing itself, and their applicability to the point in dispute was sometimes questioned as it might be in modern times. But in modern times one judge would not say that the ruling of another had been obtained by favour, as in a report in this volume (p. 603). In another case (beginning at

Remarks  
in court :  
manners of  
the age.

p. 443), a judge was blamed by his companions for his haste in ruling that a writ was good, though they afterwards said they were fully agreed that the ruling was correct.

In the case last mentioned (which involves the question whether holly, hazel, and ash could be the subjects of waste) is a curious grammatical disquisition on the meaning of *prædictus*, *ipse*, and *ille*, which throws some light upon the scholastic training of the lawyers of the period, and shows no little subtlety in the interpretation of Latin pronouns.

At p. 295 is an account incidentally introduced by one of the judges (Scot) of an assise at York, in which it was alleged that the plaintiff had been outlawed for felony. He had come into court and omitted to bring his charter (*i.e.* his pardon of outlawry) with him. He was arraigned; but it happened that the Court of Chancery with its records was at York, and he vouched the record of his pardon in that court, which was held sufficient. Otherwise, said Scot, "he would have had to go "on his pilgrimage to Guaresmire." The expression is obscure, but has the appearance of a jest. It is difficult to identify Guaresmire with the name of any place which exists or has existed. A philologist might, perhaps, suspect that the first part of the word has some connexion with the word "wargus" used in the "Laws<sup>1</sup> of Henry I.," and elsewhere, apparently in the sense of a person banished or outlawed. The letter *w* would, according to custom, become *gu* in French, and thus "Guaresmire" might be the mire of outlaws—the slough of despond to which captured outlaws would have to go. This explanation, however, which would, at best, be a mere conjecture, would be quite useless if any other reading were adopted. Mr. Horwood has

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<sup>1</sup> lxxxiii. § 5. See Ancient Laws and Institutes of England (Record Commission), p. 258.

printed the word "Guaresmire" both in the text and in the translation; and Mr. Serjeant Manning has written it in the same way both in his transcript and in his valuable translation made for the Honourable Society of the Inner Temple, in whose MS. alone the case is reported. Nevertheless, it may, perhaps, with deference, be suggested, as a possible alternative, that the word is "Gnares-mire." The letter *n* cannot be distinguished from the letter *u* in the MSS. of the period; and "Gnares-mire" may be interpreted in a far more practical and less speculative manner than "Guaresmire."

The expression may well have had a local rather than a general application. The incident happened at York; and in Drake's *History and Antiquities of the city of York* (1736) occurs<sup>1</sup> the following passage:—"On Good Friday [A.D. 1570] Simon Digby of Askew, John Fulthorpe of Iselbeck, in this county, esquires, Robert Pennymen of Stoxley, Thomas Bishop, the younger, of Pocklington gentlemen, were drawn from the castle of York to the place of execution called *Knaresmire*, and there hanged, headed, and quartered." This is a quotation from Stow's *Annals*, where the spelling is "Knauesmire" or "Knavesmire," by which name the race-course at York is now known.

A man outlawed for felony and unable to show a pardon, would have had sentence of hanging, as upon conviction of felony, passed upon him without trial; and the place of execution for criminals who were condemned at York was Knaresmire, Knavesmire, Knauesmire, or Knaesmire. The words used by Scot at York would thus have had the same meaning as the words "a pilgrimage to Tyburn" would have had, if used in London, when the gallows stood at Tyburn. It is a grim kind of pleasantry, but quite intelligible, and quite in accordance with the spirit of the age.

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<sup>1</sup> p. 130; but see also pp. 241 and 398.

Court of  
Common  
Pleas  
stationed  
at York.

The mention of the Court of Chancery as being at York need not excite surprise, though after it had been agreed (by Magna Carta) that Common Pleas should not follow the king but be heard in some place certain, it might have been supposed that the Court of Common Pleas would have remained always at Westminster, except in time of plague or civil war. Complaints, however, sometimes appear that although the court might not follow the king, it was not absolutely stationary. During the period included in the present volume it was at York, as may easily be seen upon inspection of the Rolls, which are headed "*Placita apud Eboracum coram J. de Stonore et sociis suis Justiciariis Domini Regis de Banco.*" The King's Bench, on the other hand, though also at York in Easter term in the 11th year of the reign, did not remain there, but was in the very next term at Stratford, and afterwards elsewhere.<sup>1</sup> The Court of Common Pleas or "the Bench," as it seems to have been always officially entitled, was, therefore, at any rate, less subject to change of place than the King's Bench.

Taxation  
in the  
county  
court.

There is at p. 637 a report of a replevin case, of which the brevity is to be regretted. A collector distrained the cattle of an abbot, and alleged that upon the occasion of an *iter*, or *eyre*, in Kent, while the Archbishopric of Canterbury was vacant, after the death of Simon Mepeham (in the seventh year of the reign), fifty marks were granted to the king by assent of the whole county. Every hundred and every township in it was apparently assessed at a certain sum. The abbot, being one of the chief men in the county, would not pay the amount at which he was assessed for his holding in a certain township, and hence the distress. He contended that he had not assented to the grant, that the tax had not been ordained by Parliament, and therefore that he could not

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<sup>1</sup> See the Rolls of *Placita Coram Rege*, term by term.

be compelled to pay it. He did not, however, deny that, had he assented, with others in the county, he would have been legally liable, and he simply offered to aver that his assent had never been given.

To the student of constitutional history this short case is interesting, from the number of points which it involves. These are the connexion of the eyre with the county court, the question whether the county court had of itself the power of granting a tax, as well as of assessment and collection when a tax had been granted by Parliament, the general mode of taxing the clergy, and the effect of particular circumstances upon that general mode. A discussion of all these matters would be out of place here, but attention may be called to the fact that in the twelfth year of the reign of Edward III. the power of the county court to impose a tax for the king was distinctly asserted, reasserted in the very practical form of a distress, and defended in court. Such a claim at this comparatively late date is remarkable.<sup>1</sup>

Among the most interesting contents of this volume are the matters relating to Pleas of the Crown. At p. 171 is a copy of the record of the judgment upon William Wallace. It appears in the Temple MS. at the end of Trinity term, 11 Edward III., though Wallace was executed (nearly 32 years before) in August 1305. Extracts from the rolls are elsewhere placed at the end of the reports of other terms, and it seems to have been the custom to fill up spare leaves or portions of leaves of a MS. with similar notes or precedents.

High Treason: the sentence on Wallace a precedent.

<sup>1</sup> For some evidence tending to show that the power existed at an earlier period, but after the Norman conquest, see Rev. Canon Stubbs's *Constitutional History of England*, II., 213-215. It may have continued, or been supposed to con-

tinue, after the Act of 25 Ed. I. (*Confirmations Cartarum*), by virtue of the clause in c. 6, according to which the consent of Parliament was not necessary for the ancient aids and "prises" due and accustomed.



The sentence upon Wallace here inserted, though the details are well known, has, it is believed, never before been printed from any legal source. The authority upon which he was brought to judgment was a special commission of gaol delivery to deliver the gaol of London of him alone. This is enrolled upon the Patent Roll, 33 Edward I., part 2, m. 14 d, whence it has been published by the Maitland Club, under the editorship of Mr. Stevenson, among *Documents Illustrative of Sir William Wallace*. The writ of Privy Seal, showing that the gaol of London was the Tower, appears also in the same volume. The whole record of the proceedings, too, has been printed there from a comparatively modern transcript of an ancient Cottonian MS. destroyed by fire. Quite recently another copy of the record, which is approximately contemporaneous, and which agrees in the main with that in the Wallace Papers, has been printed by Canon Stubbs in the *Annales Londonienses* (among the Chronicles of the reigns of Edward I. and Edward II.) under the direction of the Master of the Rolls. There are some slight verbal differences between the sentence as transcribed in the Temple MS. and the sentence as printed by Mr. Stevenson and Canon Stubbs, but none of any importance. The three versions, indeed, confirm and support each other.

A search for the actual record among the Gaol Delivery Rolls and *Placita coram Rege* of the thirty-third year of the reign of Edward I. has proved fruitless; but, a commission of gaol delivery relating to one person only being exceptional, the proceedings under it may have been recorded in some exceptional manner. It cannot, however, be doubted that there has existed, and possibly still exists, such a record, nor that Wallace was executed in accordance with the sentence. On the *Memoranda Roll of the Queen's Remembrancer of the Erchequer*, 34 Edward I., but on an imperfect mem-

brane (m. 86), there are words which just suffice to show that there had been set down in the accounts of the sheriffs of London the expenses for the transmission of the (headless) body to the North:—"Et xv. s. quos liberaverunt Johanni de Segrave . . . [Augu]sti anno xxxiii<sup>o</sup> pro cariagio corporis Willelmi Waleys ad partes Scociæ per breve regis . . . ." There are also some other Exchequer documents which tell the same tale. Among the Wardrobe and Household Accounts (E. B. 1226, and repeated elsewhere) occurs the following entry:—"Domino Johanni de Segrave de præstito super cariagio circa corpus Willelmi le Waleys, in quatuor partes divisum, usque Scociam, per manus Johannis de Lincolnia et Rogeri de Paris, Vicecomitum Londoniæ, solventium ei denarios, per breve regis sub privato sigillo, et literas patentes dicti domini Johannis receptionem denariorum testificantem in Garderoba liberatas apud Westinonasterium, xxiii<sup>o</sup> die Aprilis, anno xxxiii<sup>o</sup>—xv. s."

It has often been supposed that Wallace was punished with exceptional severity, or even ferocity. He may have been the first upon whom was passed the precise sentence under which he suffered; but, as a matter of fact, his punishment was only consistent with the manners of the age. It may be true that, as a Scot, (if he had not been under English protection) he had not been guilty of treason against the king of England, though he was condemned to die the death which afterwards became the legal sentence upon an English traitor. But he was executed on the supposition that he was the king's enemy, and that he had been guilty of treason rendered more heinous by other offences. The case of Andrew Harcla, earl of Carlisle, about twenty years later, is similar in all respects, except that the latter was beyond all doubt a subject of the king of England, and except that he suffered by virtue of a different commission. The Englishman was executed in the same manner as the Scot. He was drawn, hanged, and beheaded. His

The cases  
of Wallace  
and Harcla  
compared.

heart and entrails were torn out and burnt to ashes. His body was divided into four quarters, each of which was sent to a different town, and his head was set upon London Bridge. The same reason for burning the heart and other intestines is given with respect both to Wallace and to Harcla—that their evil thoughts came thence.

The reference to the roll<sup>1</sup> upon which is recorded the judgment against Harcla was found by the present editor many years ago among the Petyt MSS. in the Library of the Honourable Society of the Inner Temple, and it is doubtful whether a similar judgment is to be found upon any earlier roll. Bracton's words on the subject of treason are vague, and he seems to treat the mode of trial rather theoretically than practically. He does not mention any punishment more definite than "ultimum supplicium cum pœnæ aggravatione corporalis."<sup>2</sup> It is therefore not impossible that the sentence upon Wallace<sup>3</sup> as the king's enemy, though he was not a born subject of the king, became the precedent for the sentence upon Harcla, who was the king's subject, which in turn became the precedent for subsequent sentences on men guilty of high treason.

The fact that the sentence upon Wallace was considered of sufficient legal importance to be inserted in a Year Book is in itself an indication that the punishment for treason was not regarded as a matter of common knowledge among lawyers. The *Placita*<sup>4</sup> *coram Rege*, to which reference has already been made, prove this point as clearly as any legal point can be proved by the legal

<sup>1</sup> *Placita coram Rege*, King's Bench, 18 Edward II., Hilary, "Rex," m. 34 d.

<sup>2</sup> *De Corona*, c. 3 (Ed. Sir Travers Twiss, vol. ii. p. 260). See also Glanville lib. 1, c. 2, and Fleta lib. 1, c. 21.

<sup>3</sup> Simon Fraser (also a Scot) suffered, in the year 1306, the same punishment, with the exception of

the quartering; and, somewhat earlier (A.D. 1283), David, brother of Llewellyn, prince of Wales, suffered the same punishment with the exception of the disembowelling. *Annales Londonienses*, p. 90 and p. 148.

<sup>4</sup> *Placita coram Rege*, King's Bench, 18 Edward II., Hilary "Rex," mm. 34 and 35.

documents of a reign in which law was often set at naught. Several persons suffered judgment of treason about the same time as Harcla. The sentence on most of them was that they should be drawn<sup>1</sup> for the crime of treason, and hanged for the homicides, arsons, and robberies which they had committed, without mention of any other punishment.

There was some semblance of regularity in the commission of gaol delivery in Wallace's case, though the commission was of an exceptional kind. The only commission that issued in the case of Harcla was far more remarkable. It was "ad degradandum Andream de Harcla, Comitem Carlioli, inimicum et proditorem nostrum et regni nostri, quem nuper in Comitem gladio cinximus, et ad iudicium de ipso super degradatione, inimicitia, et seditione prædictis pronunciandum et reddendum, juxta tenorem cujusdam cedulae quam vobis, quinque, quatuor, tribus, et duobus vestrum mittimus sub pede sigilli nostri." The "cedula" is in French, and after reciting the various misdeeds of Harcla proceeds thus:—"les queux sount notories et conuz en le roialme; et nostre seigneur le Roi le recorde;" *wherefore* the sentence was as already described. In another "cedula" relating to another case there is a slight variation of form, thus: "et nostre seigneur le Roi de son seul poer le recorde." Thus king Edward II. claimed the power of converting into a legal record of conviction anything of the nature of treason that he held to be notorious, and his commission was not to try the accused, but to pass a sentence prepared by himself. The manner in which judgment was pronounced might never have been known to posterity had not the king sent to Geoffrey le Scrope, the chief justice, and other judges of the Court of King's Bench "mandantes quod recorda et processus prædicta coram nobis recitari et irrotulari faciat."

The commissions under which they were brought to judgment.

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<sup>1</sup> See Britton, lib. 1, c. 9.

Though, however, the commission to pronounce judgment upon Harcla asserts a higher prerogative than the commission to deliver a gaol of Wallace, yet the practical effect was the same in both cases. There had been a process of outlawry against Wallace, which was sufficient to deprive an English subject (not having returned to the king's peace) of all defence or answer, and as an English subject Edward I. chose to regard him. John de Segrave, therefore, who is described in a Chancery roll<sup>1</sup> as "*custos terræ nostræ Scociæ citra mare, et justiciarius noster in partibus de Leveneys*," had, with his fellow-commissioners (including a justice of the Common Pleas, the Constable of the Tower, and the Mayor of London), only to pass sentence. According to the writ of Privy Seal (18 August, 33 Edward I.) the gaol was to be delivered in due form, "according to the law and custom of our kingdom." But in the Letters Patent of the same date some very different words are substituted:—"juxta ordinationem vobis per nos inde injunctam." The "*ordinatio*" may well have been contained in a "*cedula*" similar to that used in Harcla's case, and may have been the sentence devised by the king or his counsellors.<sup>2</sup> The real functions of Segrave in this matter are probably well enough indicated by the payment made to him "*circa corpus in quatuor partes divisum*."

A comparison of all these facts points to the conclusion that the punishment for treason, like the law of treason in general, was not quite settled either in the reign of Edward I., or in the reign of Edward II. The statute of treasons passed in the twenty-fifth year of the reign of Edward III. did much towards the definition of the crime; and the sentence on males guilty of high treason gradually became fixed in the form of that suffered by Wallace.

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<sup>1</sup> *Liberate Roll*, 33 Edward I.

<sup>2</sup> In the *Mirror*, c. iv., sec. 14, the

punishment for *Lese Majesté* is said to be at the king's will.

At p. 627 is a note that a girl, thirteen years of age, was burnt for petty treason (having killed her mistress). It is added that no one under age could, according to the ancient law,<sup>1</sup> suffer judgment of life or member, but that Spigurnel (who was a judge in the reigns of Edward I. and Edward II.) caused a child aged ten years to be hanged because he had killed his companion and afterwards concealed the body. The concealment was taken as an indication that the boy could distinguish between right and wrong. To him was applied the maxim *malitia supplet etatem*. Petty  
Treason:  
*malitia  
supplet  
etatem*.

There are many other cases which are of interest from many points of view. Some of them illustrate the practice of the courts in certain matters of detail which have hitherto been obscure and have caused differences of opinion. All remarks, however, of a general character will be reserved for a future occasion. All that is now attempted is to carry out the intentions of Mr. Horwood, and to supply his readers, as far as possible, with such information as he might himself have wished to lay before them in illustration of the present volume alone.

It may be necessary to say a few words of the judges whose names appear in the following pages. John de Stonore was appointed Chief Justice of the Common Pleas on July 7, 1335 (in the ninth year of the reign), and it has been supposed that he was soon afterwards dismissed.<sup>2</sup> It is, however, clearly shown by the rolls of *Placita de Banco* that he held the office continuously throughout the whole of the terms of which the reports are now printed, and it will be seen that his name very frequently occurs. Among the other judges of the court whom it is easy to identify are Aldeburgh, whose ap- The judges  
whose  
names ap-  
pear in this  
volume.

<sup>1</sup> According to the *Judicia Civitatis Londoniæ* (12), Ancient Laws and Institutes of England, p. 108, the age at one time was fifteen.

<sup>2</sup> 3 Foss's Judges of England, 344.

pointment dates from the sixth year of the reign, and Basset, Hillary, and Scot, whose appointments date from the eleventh.<sup>1</sup>

Mr. Horwood, however, must have had a difficult task to extend the names of the judges which appear in the MSS. as *Sch.* or *Schar.* John de Schardelowe, or Shardelowe, was appointed a justice of the Court of Common Pleas in the sixth year of the reign, and William de Scharesnull, or Sharesnull, in the seventh, the latter having been previously a justice of the King's Bench. Both were alive and in office during the period included in the present volume. Sometimes it is evident that they are both present and speak in turn; at other times there may be a doubt whether both are present or only one, and, if only one, which of the two. There was also a Robert de Scardeburgh, who was successively baron of the Exchequer, justice of the King's Bench, and justice of the Common Pleas. He was not, however, removed to the last-mentioned court until the thirteenth year of the reign.

The only two other judges who are mentioned are Scrope, and Wilby or Willoughby. Both Henry le Scrope and Geoffrey le Scrope were alternately justices of the King's Bench and of the Common Pleas, and each was Chief Justice of the King's Bench more than once. It is probably Geoffrey le Scrope's name which appears in Hilary term, in the eleventh year. He seems to have become second justice of the Common Pleas in the eighth year, and to have remained there until some time in Hilary term in the eleventh. He was sitting as Chief Justice of the King's Bench in the following Easter term, as is shown by the Roll of *Placita coram Rege*. It will, however, be observed that a Scrope was trying a writ of right with Sharshulle of the Common Pleas in that term (p. 51).

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<sup>1</sup> 3 Foss's Judges of England, 345-6.

Richard de Willoughby, like the Scropes, made more than one change from court to court. He was Chief Justice of the King's Bench at the end of the seventh year of the reign, but was subsequently transferred to the Common Pleas, where he was in the fourteenth year, and whence he was then again promoted to be Chief Justice of the King's Bench.

In the text there are a few errors of the press, which the reader will without difficulty correct for himself. No table of errata has been appended, because it is impossible to ascertain precisely how much Mr. Horwood would have wished to include in it; and a succeeding editor who proposed to alter the reading of pages which had been finally revised by him might unwittingly act in opposition to his intentions. It may, however, be assumed that, had he survived, he would have mentioned some of the passages in the Latin language which must have escaped his attention when he was correcting his proofs, but of which the meaning is nevertheless sufficiently plain. The present editor can only hope that the circumstances in which the volume is published will serve as an excuse for any faults which may be detected in any part of it.

Had Mr. Horwood been still living he would, as was his custom, have mentioned with gratitude loans of valuable MSS. and other assistance rendered. The Benchers of the Honourable Society of the Inner Temple have most liberally allowed both editors the unrestricted use, not only of the MS. belonging to them, which has already been described, but also of a transcript and translation made by Mr. Serjeant Manning. This translation has marginal notes giving short abstracts of most of the cases found in the Temple MS. which have been of much service during the preparation of the index. The Benchers of the Honourable Society of Lincoln's Inn have, with the same liberality,



allowed the use of their MS. both to the late and to the present editor. Sir Charles Isham also very kindly placed his MS. in the hands of Mr. Hardy, the Deputy-Keeper of the Public Records, for the use both of Mr. Horwood, and of his successor, who, on behalf of Mr. Horwood, and on his own, desires to express his best thanks for the many and great favours thus received.

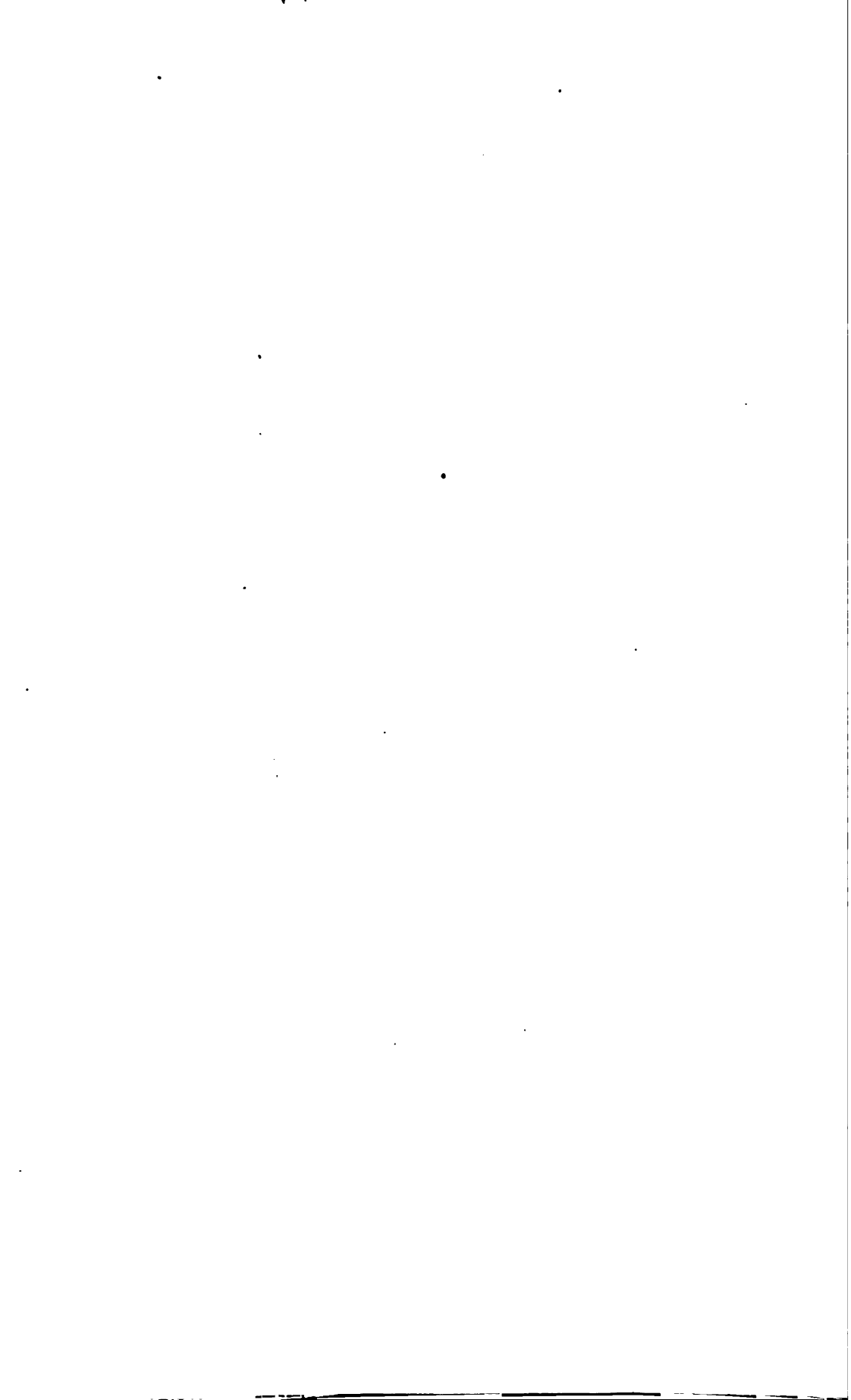
L. OWEN PIKE.

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**HILLARY TERM**  
**IN**  
**THE ELEVENTH YEAR OF THE REIGN OF**  
**KING EDWARD THE THIRD**  
**FROM THE CONQUEST.**

Q 966. Wt. 768.

A

HILLARY TERM IN THE ELEVENTH YEAR OF  
THE REIGN OF KING EDWARD THE THIRD  
FROM THE CONQUEST.

---

A.D. 1337. § One Robert brought an assise against William and made his plaint of certain &c.—*Trewith*. You have here William who tells you that Robert ought not to have the assise, for he says that the same tenements were in the seisin of one J. who leased the same tenements to this same Robert who complains, to hold for the whole of his life, which Robert afterwards by this deed surrendered all his estate in the same tenements to J. whose estate William has, by which surrender the estate of freehold merged in his person, and we pray judgment if he ought to have an assise without shewing title &c. And he produced the deed witnessing the surrender.—*Elmer*. To the surrender of which you speak you are an entire stranger; wherefore it does not lie in your mouth &c.; wherefore I pray the assise.—*Trewith*. By the surrender his estate was merged and extinguished as effectually as it would have been by his release.—*SCHARDELOWE*. If you were the same person to whom the surrender was made, perhaps the plea would be in bar, but in your mouth who are a stranger the plea is only to the assise.—Wherefore the assise was awarded.

§ In a plea of Debt the plaintiff put forward a bond, which the defendant denied. Wherefore an inquest was joined, and it was found that it was not his deed, wherefore the defendant prayed that the deed might be cancelled: and the plaintiff said that it should not be

DE TERMINO HILLARII ANNO REGNI REGIS  
EDWARDI TERTII A CONQUESTU UNDECIMO.

---

§ Un Robert porta une assise vers Willem et fist sa AD 1155  
plainte de certain &c.—*Tren.* Vous avez ci W. qe vous  
dit qe R. ne doit assise aver, qar il dit qe mesme ceux  
tenementz furent en la seisine un J. qe lessa mesme  
ceux tenementz a mesme cesti R. qe se pleint, a tenir a  
fote sa vie, le quel R. apres par ceo fait rendi sus son  
estat de mesme les tenementz a J. qui estat W. ad.  
par quel rendre estat de franktenement anienti en sa  
persone, et demandons jugement sil deive assise avoir  
sanz title mostrer &c.; et mist avant le fait qe test-  
moigna le rendre.—*Elm.* Al rendre de quei vous parlez  
vous estes tut estrange, par quei il ne gist en vostre  
bouche &c.; par quei jeo pri lassise.—*Tren.* Par le  
rendre son estat fut anienti et exteint auxint avant  
com serroit par son relees.—*SCH.* Si vous fussez  
mesme celui a qui le rendre se fist, par cas le ple ser-  
roit en barre, mes en vostre bouche qestis estrange le  
ple nest fors qe a lassise. Par quei lassise fut agarde.

§ En ple de dette le plaintiff mist avant obligacioun,  
la quele le defendant dedist; par quei enquest se joint,  
et trove fut qe ceo ne fut pas son fait, par quei le  
defendant pria qe le fait fut dampne; et le plaintiff dit

A.D. 1337. cancelled because he might have the Attaint. And notwithstanding, SCROPE caused the deed to be cancelled.

§ A woman, tenant in dower, pleaded in bar of the assise by a fine levied between the plaintiff's ancestor, whose heir he is, and the husband of the woman, by whose endowment she holds; and she put forward a part of the fine.—*Gayneford*. She is an entire stranger to the fine. Wherefore he prayed the assise.—SCOT. The woman holds by the endowment of her husband who was party to the fine, and in the right of the heir, so she is sufficiently a privy to plead it in bar.—*Gayneford*. You disseised us of the same tenements, without this that she had anything by assignment to hold in name of dower; ready by the assise.—SCOT. In opposition to the fine, by which your ancestor divested himself, you shall not get to have the assise without showing title.—SCHARDELOWE. There is no cause why this plea should lie in your mouth to plead in bar, except only this which you have said, that you hold in name of dower by assignment from the heir of your husband who was party to the fine; and to this he has said that you have nothing in dower by his assignment, and thereby he deprives you of the plea in bar.

**Escheat.**

§ One William brought his writ of Escheat against J. and M. his wife, and demanded certain tenements; and he said that one R. held the same tenements of him by homage and fealty and the service of 20s. by the year; and he said that he was seised through his hands in time of peace, in the time of a certain king, namely of the homage and of the fealty as of fee and of right, and of the rent in his demesne as of fee and of right; and he said that the tenements ought to revert to him as his escheat, because R. died without heir.—*Parning*. You cannot have an action, for we tell you that heretofore a

qil ne qil ne serreit pas dampne pur ceo qil pout aver **A.D. 1337.**  
latte[i]nt. Et non obstante SCROPE fist dampner le  
fait.

§ Une femme tenant en dower pleda en barre das-  
sise par un fin qe se leva parentre lancestre le pleintif,  
qi heir il est, al baron la femme de qi doement ele  
tient; et mist avant partie de la fin.—*Gayn.* Ele est  
tut estrange a la fin. Par quei il pria lassise.—*Scot.*  
La femme tint del dowement son baron qe fut partie  
a la fin et en le droit le heir, issint est ele assez prive  
de pleder le en barre. — *Gayn.* Vous nous disseisistes  
de mesme les tenementz, sanz ceo qe ele navoit rienz  
par assignement a tenir en noun de doer; prest par  
assise.—*Scot.* Encountre la fin, par la quele vostre  
auncestre se demist, vous navendrez pas daver lassise  
sanz title mostrer.—*Sch.* Il nad nulle cause par quei  
cesti ple girreit en vostre bouche de pleder en barre  
fors qe soulement ceo qe vous avez dit qe vous tenez  
en noun de doere del assignement le heir vostre baron  
qe fut partie a la fine, et a ceo ad il dit qe vous  
navez rien en doer de son assignement, et par tant il  
vous toust le ple en bare.

§ Un William porta son bref deschete vers J. et M.  
sa femme, et demanda certains tenementz; et il dit  
qun R. tint mesme les tenementz de lui par homage  
fealte et par le service de xx. souz par an; et dit qil  
fut seisi par my sa meyn en temps de pees, en temps  
de certain Roi, nomement del homage et de la feaute  
com de fe et de droit, et de la rente en son demesne  
com de fee et de droit, et dit qe les tenementz a lui  
duissent revertir com sa eschet, pur ceo qe R. morust  
sanz heir.—*Parn.* Vous ne poez accioun aver, qe nous  
vous dioms qe avant ces hures fin se leva de mesme

A.D. 1337. fine was levied of the same tenements between R., mentioned in his plaint, and this same M. then his wife of the one part, and one G. of the other part, by which fine R. acknowledged the tenements to be the right of G., as those which he had of his gift, and for that acknowledgment G. granted and rendered the same tenements to R. and this M., to have and to hold to them and the heirs of their two bodies begotten, and if they should die without heir that the tenements should remain to the right heirs of M.; so M. is tenant to William of the same tenements, and we demand judgment if you can have an action.—*Trewith*. I am an entire stranger to the fine, therefore no law compels me to answer to it, so I will aver that R. died tenant to William, as is supposed by the writ.—*Parning*. I freely admit that R. died tenant to William, but the tenancy which he had was jointly with M. by force of the fine: wherefore you shall not be received to a general averment in opposition to what we have said.—*Trewith*. I am an entire stranger to the fine, wherefore the law does not put me to answer to this: wherefore the law does not oust me from averring my writ.—*SCHARDELOWE*. Will you aver that R. died solely seised in his demesne as of fee.—*Trewith*. That is supposed by my writ; and I will aver my writ.—*Parning*. You ought to tender your averment by express words and not by suppositions. *Trewith*. Although I should be willing to tender an averment that R. died sole tenant to William in his demesne as of fee, still you would say that I shall not have the averment in opposition to the fine.—*SCHARDELOWE*. Plead it and try.—*Trewith*. I say that W. the father of R. died seised of those tenements, after whose death R. entered as son and heir, and continued that estate until his death, without G., who was party to the fine as they say, ever having anything, ready &c.—*Parning*. The estate which R. had after the fine was levied could only be by force of the fine, and that jointly with M. his wife:

lez tenements entre R. de qui il pleint et ceste M. A.D. 1337. adonqe sa femme dune part et un G. dautre part, par quel fin R. conust lez tenementz estre le dreit G. com ceux qeux il avoit de son doun, et pur cele reconisance G. graunta et rendi mesme lez tenementz a R. et a cesti M., aver et tenir a eux et a les heirs de lour deus corps engendrez, et sils deviassent sanz heir qe lez tenementz remeindrent as dreits heirs M.; issint est M. tenant a W. de mesme ceux tenementz, et demandoms jugement si accion puissez avoir.—*Tre.* Jeo sui tut estrange a la fin, par quei nulle ley ne moi mette a respondre a ceo; par quei jeo voille averer qe R. morust le tenant W. auxint com est suppose par le bref.—*Parn.* Jeo conusse bien qe R. morust le tenant W., mes la tenaunce qil avoit fut joint ove M. par force de la fin; par quei vous ne serrez pas rescu a un general averement encountre ceo qe nous avoms dit.—*Tre.* Jeo sui tut estrange a la fine, par quei la ley ne me mette pas a respondre a ceo; par quei la ley ne moi ouste pas daverer mon bref.—*SCH.* Volez vous averer qe R. morust soul seisi en son demene com de fe?—*Tre.* Ceo est suppose par mon bref, et jeo voille averer mon bref.—*Par.* Vous devez tendre votre averement par expresse parols et ne mie par supposes.—*Tre.* Tut voldrei jeo tendre daverer qe R. morust soul le tenant W. en son demene com de fee, unqore dirrez vous qe jeo naverai pas laverement encountre la fin.—*SCH.* Pledez ceo et assaiez.—*Tre.* Jeo die qe W. pere R. morust seisi de ceux tenementz, apres qi mort, R. entra com fitz et heir et cel estat continua taunqe a son moriaunt sanz ceo qe G. qe fut partie a la fin a ceo qils ount dit unqes riens navoit, prest &c.—*Parn.* Lestat qe R. avoit apres la fine leve ne poet estre fors qe par force de la fine, et



A.D. 1387. wherefore he shall not get to aver that his estate was other than what the fine declared, without showing how he got it &c.—*STONORE*. He is a stranger to the fine, wherefore he shall have the averment notwithstanding the fine, as was adjudged in the writ of Wardship which the Prior of Bradestoke brought against Walter Pavely. —*Trewith*. I have no need to plead to any estate which my tenant had except to that estate which he had at the time of his death; and I will aver that he died our sole tenant in his demesne as of fee, ready &c.—*Parning*. R. divested himself of the right and of the possession by the fine to G., and retook an estate to himself and this M., so that his estate after the fine can only be considered as being by force of the fine, unless he show how it is otherwise.—*Trewith*. This would be to put us to acknowledge the fine to which we are an entire stranger, which cannot be.—And upon this a day was given over.

Per quæ  
servitia.

§ John de Whitfeld sued a “per quæ servitia” against the Abbat of Thame &c., and put forward a note (of a fine) by which one W. had granted the services of the Abbat to him.—*Gayneford*. By the grant of W. we ought not to attorn, for we tell you that W., long before the fine was levied, by this deed which is here, released and quit-claimed to the Abbat and his successors for ever all the right which he had in the seignory &c., and we demand judgment. —*Stouford* offered to aver that he held of W. on the day of the acknowledgment (of the fine), ready &c.—And the averment was received.

Assise of  
novel  
disseisin.

§ William de Hothum brought an assise of Novel Disseisin against Christiana de Hothum and several others, and they all came by bailiff and said that they had committed no tort; and the assise stood for default of jurors until this day; and now Christiana comes in proper person and answers as tenant of the tenements

ceo joynt oveke M. sa femme; par quei daverer son A.D. 1337. estat altre qe la fine voleit, saunz mostrer coment, il navendra pas, &c.—STONORE. Il est estrange a la fine, par quei il avera laverement non obstante la fine auxint com fust ajuge en le bref de Garde qe le Priour de Bradestoke porta vers Walter Pavely.—*Tr.* Jeo nai mister a pleder a nul estat qe mon tenant avoit fors qe a cel estat qil avoit jour de son moriant, et jeo voille averer qil morust soul nostre tenant en son demene com de fee, prest &c.—*Parn.* R. se demist de dreit et de possession par la fine a G., et reprist estat a lui et a ceste M., issint qe son estat apres la fine ne pout estre ajuge fors qe par force de la fine sil ne moustre coment.—*Tr.* Ceo serroit de mettre nous a conustre la fine, a la quele nous sumes tut estrange, qe ne poet estre.—Et sur ceo jour fut done outre.

§ Johan de Whitfeld suist un per quæ servitia vers labbe de Thame &c. et mist avant une note par la quele un W. avoit grante lez services labbe a lui.—*Gayn.* Par le grant W. nous ne devons attourner, qar vous dioms qe W., long temps avaunt la fin leve, par ceo fait qe ci est relessa et quiteclama al Abbe et as ses successours a toutz jours tout le dreit qil avoit en la seignurie &c., et demaundoms jugement.—*Stouf.* tendi daverer qil tient de W. jour de la conisance, prest &c. Et laverement fut rescu.

§ William de Hothum porta une assise de novele disseisine vers Christiene de Hothum<sup>1</sup> et plusurs autres, et tous vindrent par baillif et disoient qil navoint fait nul tort; et lassise remist par defaute des jorours tanqe a cesti jour; et ore Christiene vient en propre persone et

Per quæ  
servitia.

Assisa  
novæ  
disseisinæ.

<sup>1</sup> I.—Mohoun.

A.D. 1337. and says that there ought not to be an assise, for she says that J. de H., cousin of this William, whose heir he is, by this deed which is here released and quit-claimed all the right which he had in the same tenements to this same Christiana, to her and her heirs for ever, and bound himself and his heirs to warranty &c.; and we demand judgment if he ought to have the assise,—*Trewith*. Heretofore the assise was awarded, and the assise cannot be revoked, wherefore you shall not be received to plead this in bar; and together with this I make protestation that I do not admit that Christiana is tenant of the tenements.—*Parning*. In this case, although William should recover by the assise, Christiana afterwards by force of this deed would have a writ to make William come and also the jurors to be examined on the deed; and if it should be found for Christiana she would have again her possession; wherefore à multo fortiori shall she be received to aid herself by the deed.—*STONORE*. This is given by statute<sup>1</sup> in case the assise passes against him, but the statute does not aid him in the case in which we are; and perchance the assise will pass for Christiana, so that she will have no need to sue the process which is given by statute.—And notwithstanding it was awarded that she should be received to use the deed in bar.—*Trewith* said that any other than the tenant should not be received to plead in bar; and (said he) we tell you that Christiana has nothing in the freehold, but is named as a helper in the disseisin, wherefore we have no need to answer any plea in bar which lies in her mouth, and we pray the assise.—*Parning* offered to aver that she was tenant of the freehold; and the other side offered a contrary averment.—At another day the parties were called, and the plaintiff came and Christiana came, but the others did not come; wherefore *Parning* said that whereas the plaintiff says that Richard is tenant of the tenements and not Christiana who pleaded in bar as tenant, you

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<sup>1</sup> 13 Edw. I. Westm. 2. c. 25.

respond com tenant des tenementz, et dit qassise ne A.D. 1337. deit estre, quel dit qe J. de H. cosin mesme cesti W., qi heir il est, par ceo fait qe ci est releessa et quite-clama tot le dreit qil avoit en mesme les tenementz a mesme ceste Christiene a lui et a ses heirs a toutz jours, et obliga lui et ses heirs a la garantie, dount &c., et demandoms jugement sil dust lassise avoir.—*Tr.* Avant ces hures lassise fut agarde, la quele assise ne poet estre repelle, par quei vous ne serrez pas rescu a ceo pleder en bare; et oveqe ceo jeo face protestacion jeo ne conusse pas qe Christiene est tenaunt des tene-menz.—*Parn.* En ceo cas tut recovereit W. par assise, Christiene apres par force de ceo fait averoit bref de faire venir W. et auxint les jorours destre examine sur le fait; et sil poet estre trove pur Christiene ele reave-roit sa possession; par quei a moult plus fort ele serra rescu de lui eider par le fait.—*STONORE.* Ceo est done par estatut en cas qassise passe encontre lui, mes lestatut ne lui eide pas en cas ou nous sumes; et par cas lassise passera pur Christiene, issint qe ele navera pas mester a suer le proces qest done par statut.—Et ne-purkant agarde fust qe ele fut rescu de user le fait en barre.—*Tre.* dit qe autre qe tenant ne serra pas rescu de pleder en barre; et vous dioms qe Christiene nad rienz en le fraunctenement, eynz est nome coadjutour a la disseisine, par quei a nul ple qe gist en sa bouche en barre eioms mister a respondre, e prioms lassise.—*Parn.* tendi daverer qe ele fut tenant de fraunctene-ment; et lautre e contra.—*Ad alium diem* les parties furent demandez; et le pleintif vynt et Christiene vynt, mes les autres ne vindrent pas: par quei *Parn.* dit qe la ou le pleintif dit qe Ricard est tenaunt des tene-mentz et ne mie Christiene qe pleda en barre com

A.D. 1337. have here Christiana who tells you that she freely admits that Richard is tenant even as the plaintiff has said, which Richard made default, so that the assise is to be taken on his default, and Christiana says that Richard held those tenements for the term of his life by lease from her, the reversion regardant to her, and she prays to be received to defend her right. — *Trewith*. Heretofore Christiana took upon herself the tenancy of the same tenements, wherefore we do not think that she shall be received to defend her right by the default of another. — *Parning*. It is true that heretofore Christiana pleaded as tenant, and the plaintiff said that she was not tenant, but one R. who is named in the writ, which was your fault, and now Christiana grants that which the plaintiff said before, namely that Richard is tenant, and says moreover that he has only for term of his life by lease from her, the reversion regardant to her, so by his default she prays to be received &c. — Wherefore she was received, and she pleaded in bar of the assise, and said that J. de Hothom cousin of this same William who complains, whose heir he is, gave the same tenements to one R. and his heirs for ever, and bound himself and his heirs in warranty to R. and his heirs and assigns, who gave the same tenements to this Christiana for her whole life, the remainder over to one J. and his heirs for ever; so W. as heir of J. will be bound to warrant the tenements to this Christiana as the assignee of R., and we demand judgment if in opposition to the deed of his ancestor, which contains a warranty, he ought to have the assise. — *Stouford*. Heretofore you pleaded in bar by a release made during your seisin by J. de Hothom ancestor of W.; wherefore you shall not get to plead in bar by another deed. — *Parning*. We are now in another course from what we were at the beginning; for previously we pleaded in bar as tenant, and now we are received to plead in bar as one who is received to defend his right by the default of the

tenaunt, vous avez ci Christiene qe vous dit qe ele co- A.D. 1337.  
 nust bien qe Ricard est tenant auxint com le pleintif  
 ad dit, le quel R. fist defaute, issint qe lassise est a  
 prendre par sa defaute, et Christiene dit qe Richard  
 tint ceux tenementz a terme de sa vie de son lees la  
 reversion regardant a lui, et prie destre rescu a de-  
 fendre son droit.—*Tre.* Avant ces hures Christiene en-  
 prist la tenaunce de mesme lez tenementz, par qe  
 nous nentendoms pas qe ele serra rescu a defendre son  
 droit par altri defaute.—*Parn.* Il est verite avant ces  
 hures Christiene pleda com tenant, et le pleintif dit  
 qele ne fuit pas tenant eynz un R. qest nome en le bref,  
 le quel fut vostre defaute, et ore Christiene graunte ceo  
 qe le pleintif dit avant, saver, qe Ricard est tenant, et  
 dit outre qil nad qa terme de sa vie de son lees, la  
 reversion regardant a lui, issint par sa defaute ele pria  
 de estre rescu &c.—Par qe ele fut rescu et pleda en  
 barre dassise, et dit qe J. de Hothom cosin mesme  
 cesti W. qe se pleint, qi heir il est, dona mesme les  
 tenementz a un R., a lui et a ses heirs a touz jours,  
 et obliga lui et ses heirs a la garantie a R. et a ses  
 heirs et a ses assignez, le quel mesme lez tenementz  
 dona a ceste Christiene a tote sa vie, le remaindre  
 outre a un J., a lui et a ses heirs a touz jours; issint  
 serra W. com heir J. tenuz a garantir les tenementz a  
 ceste Christiene com al assigne R., et demaundoms juge-  
 ment si encountre le fait son auncestre qe voet garantie  
 deive lassise aver. — *Stouf.* Avant ces hures vous ple-  
 dastes en barre par relees fait en vostre seisine par J.  
 de Hothom auncestre W., par qe ore a pleder en barre  
 par autre fait vous navendrez pas.—*Parn.* Nous sumes  
 ore en altre cours qe nous ne fumes a comencement;  
 qe avant pledames nous en barre com tenant, et ore  
 sumes rescu de pleder en barre com celi qest rescu de-  
 fendre son droit par la defaute le tenant de fraunk-

A.D. 1337. tenant of the freehold. — *Stouford*. You plead in bar as assignee of R., and by your plea you show that you have not fully his estate, wherefore &c.—As to this the Court took no notice; wherefore *Stouford* said, Sir, you see well how the tenements were given to her to hold for the term of her life, and she has said that she leased the same tenements to R. to hold for the term of the life of R. by whose default she is received because the reversion belongs to her, and thereby she has admitted that she granted a higher estate than what she had, and thus forfeited her estate; wherefore we do not think that by reason of that estate which is thus forfeited in law we ought to be barred of the assise.—*Parning*. It is nothing to you whether we forfeited our estate or not; and it may be that he to whom the remainder was limited has released his right to us; and whether it be so or not is nothing to you, for now we are in the estate which we took from R. to whom your ancestor gave the tenements &c. and bound &c.—And a day was given over. See the conclusion of the case at the beginning of Trinity Term.

Replevin. § One J. complained that R. tortiously took his cattle, namely 200 sheep. — *Stouford* avowed the taking in the same place, as in his several, for damage fesant, and said that it was in his place.—*Trewith*. We say that W. Marshal, Earl of Pembroke, was seised of the manor of F., whereof the place &c. is parcel, which W., by this deed which is here granted common of pasture to one R. father of J., whose heir he is, to him and his heirs for ever in his manor of F. for ten oxen, ten cows and 200 sheep, and we do not think that he can have this distress as in his several, &c.—And the deed was read which declared &c. that W. had granted common of pasture to R. in his pastures of F., to go with his own cattle.—*Stouford*. He shall not be received to say that he has common in that place without shewing how; and the deed which he has put forward does not give

tenement.—*Stouf.* Vous pledez en barre come assigne A.D. 1337.  
R., et par vostre ple vous mostrez qe vous navez pas  
pleinement son estat, par qei &c.—Qant a ceo la court  
ne prist nul regard: par qei *Stouf.* dit, Sire, vous  
veez bien coment Christiene dit qe lez tenementz fu-  
rent donez a lui a tenir a terme de sa vie, et ele ad  
dit qe ele lessa mesme lez tenementz a R. a tenir a  
terme de la vie R. par qi defaute ele est rescu pur  
ceo qe la reversion est a lui, et par tant ad ele conu  
qe ele fist plus haut estat qe ele navoit, issint forfit  
ele son estat; par qei nous nentendoms mie qe par  
reson de cel estat qest issint forfait en ley devoms  
nous del assise estre barre.—*Parn.* Lequel nous for-  
fimes nostre estat ou noun ceo nest rienz a vous;  
et il poet estre qe celi a qi le remeindre fut taille ad  
relesse son droit a nous; et le quel qil soit issint ou  
noun ceo nest rienz a vous, qar a ore sumes en lestat  
qe nous preismes de R. a qi vostre auncestre dona lez  
tenementz &c. et obliga &c.—Et jour fut done outre.  
Vide finem principio Trinitatis.

§ Un J. se pleynt qe R. atort prist ses avers, saver,  
cc. berbiz.—*Stouf.* avoa la prise en mesme le lieu com  
en son several pur damage fesaunt, et dit qe ceo fut  
en son lieu.—*Tre.* Nous dioms qe W. Marescal Counte  
de Penbroke fut seisi de maner de F. dount le lieu  
&c. est parcelle, le quel W., par ceo fait qe ci est  
graunta comune de pasture a un R. pere J. qi heir  
il est, a lui et a ses heirs a toutz jours en son manoir  
de F. a x. boefs x. vachez et cc. berbitz, et nenten-  
dons pas qil pusse ceste destresse com en son several  
&c. Et le fait fut lieu, qe voleit &c. qe W. avoit  
grante comune de pasture a R. "in pasturis suis de  
" F." daler ove ses avers demene.—*Stouf.* Il ne serra  
mie rescu a dire qil ad comune en cel lieu sanz mos-  
trer coment; et le fait qil ad mis avant ne lui donne



A.D. 1337. him common in our wood ; wherefore we demand judgment and pray the return ; for if he who is lord of the manor have not his cattle there John shall never have common there.—*Hill*. You are wrong, and we tell you that the words which are obscure in the deed, namely where we shall have our common, shall be understood according to the manner in which we have used the common ; and we tell you that since the making of that deed we and our father have always used the common in that place by force of this deed, ready &c.—*Stouford*. We are an entire stranger to this ; wherefore we will aver that it is our several, ready &c.—*Parning*. Our common, as we have said, ready &c.—And the averment was received.

Quare  
impedit.

§ Henry Earl of Lancaster brought his Quare Impedit against the Sub-prior and Convent of Tutbury, and counted by *Rokell* that he tortiously disturbed him from presenting a fit person to the Priory of the church of Our Lady of Tutbury, which is void and belongs to his gift ; and he said that it belongs to him to present, for this reason, that he was himself seised of the advowson &c. in the time &c. and in the time of this King, and in the same time presented to the same Priory his clerk named J. de S., who on his presentation was received and installed by the Bishop &c., by whose resignation the Priory is now vacant, so it belongs &c.—*Trewith*. Sir, you see well how he has counted that the Sub-prior of the Convent disturbs him from presenting &c. to the Priory of T. ; and by common course, where there is a Sub-prior and a Convent, the Prior shall be by election ; and if in this case it shall not be by election, it must be by reason of some special deed executed at the foundation of which he ought to have made mention in his count, and he has not made mention of it ; judgment of this count &c.—*Stouford*. We have taken our count upon our

pas comune, saver en nostre bois; par quei nous de- A.D. 1337.  
mandoms jugement et prioms return; qar si celui  
qest seigneur del manoir neit pas ses avers illeokes,  
Johan navera jammes comune illeokes.—*Hill*. Vous  
ditez mal; et vous dioms qe les paroles qe sont  
oscur en le fait ou nous averoms nostre comune ser-  
rout entendu solonc ceo qe nous avoms use la comune;  
et vous dioms que puis la confeccioun de cest fait, tut  
temps nous et nostre pere avoms use la comune en  
tiel lieu par force de ceo fait, prest &c.—*Stouf*. Nous  
sumes tut estraunge a ceo, par quei nous voloms averer  
qe cest nostre several, prest &c.—*Parn*. Nostre co-  
mune auxint com nous avoms dit, prest &c. Et la-  
verement fut resceu.

§ Henry Counte de Lancastre porta son "quare  
"impedit" vers le Supprieur et le covent de Totte-  
buri, et counta par *Rokelle* atort lui destourbe &c.  
presenter covenable persone a la Priorie del eglise de  
Notre Dame de Totteburi qe voide est et a sa done-  
soun appent; et dit qe a lui appent a presenter, par  
la reson qe il mesme fut seisi del avoesoun &c. en  
temps de cesti Roi, et en mesme le temps presenta a  
mesme la Priorie un son clerk J. de S.<sup>1</sup> par noun, qa  
son presentement fut resceu et installe de Evesqe &c.,  
par qi resignement la Priorie est ore voide, issint  
appent il &c.—*Trew*. Sire, vous veez bien coment  
il ad counte qe le Supprieur et le covent lui des-  
tourbent a presenter &c. a la Priorie de T., et de co-  
mune cours la ou il ad Supprieur et covent le Priour  
serra par eleccioun; et si en ceo cas il ne serroit pas  
par eleccioun ceo covent estre par ascun fait especial  
qe se tailla sur la fundacion de qui il dust aver fait  
mencioun en soun count, et il nad pas fait mencioun  
de ceo; jugement de ceo counte &c.—*Stouf*. Nous  
avoms pris nostre count sur nostre matere, le quel

<sup>1</sup> I. Seynt Aubyn.

A.D. 1337. matter, which count can not be otherwise &c. And if the Prior shall only be by election, then your plea is to our action; wherefore if you will that for an answer we will imparl.—SCROPE (ad idem). He has taken his count upon his matt r, and your plea can not be taken in abatement of his count if you can not shew that upon the same matter there is a defect in his count; and that you do not, but you give another matter &c.; and it is to the action &c.—*Trewith*. His count is non-certain, for by his count one can not know whether he shall be first chosen and presented to him or whether he himself shall present without election &c.—SCROPE. Whether it shall be by one mode or other you ought to know, and can so answer.—*Trewith*. Still, judgment of the count, for you see well how the Earl who is a layman brings his Quare Impedit against the Sub-prior and the Convent, and he has counted that he presented his clerk named J., and his clerk can be only understood to be a secular clerk; and no other than a man of religion can be presented to be Prior of a Priory: so the count is self-repugnant, judgment of this count.—*Sadington*. We have said that J. was presented by the Earl, and thereby he was his clerk; and he was installed by the Bishop, and therefore he shall be considered to have been such an one as he ought to have been.—*Trew*. Still, judgment of the count, for he has counted that the Priory became void by the resignation of J.; and neither an Abbey nor a Priory shall become void by resignation but by demission; judgment of the count.—*Stouford*. In case a Prior shall be received on presentation and installed, he may resign &c.—*Trewith*. Judgment of this writ, for a writ of Quare Impedit lies against no one except against one in whose person the right of patronage may by law remain; but in the person of the Sub-prior or of the Convent the right of patronage of the Priory cannot by law remain; wherefore &c.—*Stouford*. This is to the action. Do you will this for your answer.—And afterwards *Trewith* said, Sir, you

count ne poet estre altre &c. Et si le Priour ne serra A.D. 1337. fors qe par eleccioun, donques est vostre ple a nostre accioun; par quei si vous le volez pur respons nous enparleroms.—SCROPE (ad idem). Il ad pris son counte sur sa matere, el vostre ple ne poet estre pris en abatement de son count si vous ne poez mustrer qe sour mesme la matere qil ad defaute en son counte, et ceo ne faitez vous pas eynz donez une altre matere &c., et cest al accioun, &c.—*Tre.* Soun counte est en nouncertein, qar par soun counte homme ne poet pas saver le quel il serra primes eslieu et presente a lui ou qil presentera mesme sanz eleccioun, &c.—SCROPE. Le quel il serra par une manere ou par autre vous devez saver et issint poiez respoundre.—*Trew.* Unqore jugement du counte, qe vous veez bien coment le Count qest lais homme porte son "quare impedit" vers le Supprior et le covent et ad counte qil ad presente un soun clerc J. par noun, et son clerc ne poet estre entendu fors qe un clerc seculer, et a une Priourie de estre Priour autre ne poet estre presente qe homme de religion, issint le count repugnaunt en lui mesme, jugement de ceo count.—*Sad.* Nous avoms dit qe J. fut presente par le Counte et par tant fut il soun clerc, et il fut installe del Evesqe, et par taunt il serra entendu tiel com il dust estre.—*Trew.* Uncore jugement du count, qe il ad counte qe la Priorie se voida par resignement de J., et Abbeye ne Priorie ne voidera pas par resignement eynz par dimisoun; jugement de counte. *Stouf.* En cas qun Priour serra resceu par presentation et installe, il purra resigner &c.—*Tre.* Jugement de cesti bref, qar bref de quare impedit gist devers nul autre forsqe devers un tiel en qi persone dreit de patronage de ley purra demorer; mes en la persone del Supprior ne del covent dreit de patronage de la Priorie de ley ne purra demorer, par quei &c.—*Stouf.* Cest al accioun, voletz ceo pur respons?—Et apres *Trew.* dit, Sire, vous veez bien coment il ount dit qil

A.D. 1337. see well how they have said that there are Sub-prior and Convent, and consequently that of common right they shall have the election ; and we say that the Prior shall be elected by the Sub-prior and the Convent and then be by them presented to the Earl as to him who is their patron in the (above) manner, and he shall receive their presentee and shall present him to the Bishop &c. ; and we tell you that in the time of Earl T. brother of this earl, whose heir he is, the Priory became vacant, whereupon the Sub-prior and Convent elected one Walter the Monk and presented him to the Earl, and he received him and presented him to the Bishop, and he was received and installed. And we tell you that the Priory became vacant in the time of this Earl, whereupon the Sub-prior and Convent chose one Gyles de F. and presented him to the Earl, who would not receive him, whereupon the Abbat and Convent of Sur Dyne, which is an alien house, elected that same John de S. and presented him to the Earl, who received him and presented him to the Bishop, who received and installed him ; whereupon the said Sub-prior and Convent sued in the Court Christian &c. to oust him, which plea is still pending ; and J. de S. saw that he would be ousted and he dispossessed himself, which dispossession he calls a resignation ; and we do not think that by such a presentation which was a tortious disturbance the Earl of Lancaster can maintain the action which he brings &c.—*Pole*. We say that as to their statement that they ought to choose one to be Prior and present him to the Earl as to him who is their patron in the above manner, and that he shall receive him and present him over to the Ordinary, we say that in the time of Earl T. the Priory became vacant, and he by himself presented to the same Priory one Robert a monk of the same house, who on his presentation was received and installed by the Bishop, without this that he received him on their election, ready &c. ; and before, the Earl Edmund presented another, by himself ; and they have

ad Supprieur et Covent, et par taunt de comune dreit A.D. 1337. il averount eleccioun ; et vous dioms qe le Priour serra eslieu par le Supprieur et le Covent et par eux adonques presente al Counte com a celui qest leur patron par le manere, et il resceivra leur presente et le presentera avant al Evesqe &c. ; et vous dioms qen temps le counte T. frere cesti counte, qi heir il est, la Priourie se voida, par quei le Supprieur et le Covent eslurent un Wauter le Moigne, et le presenta a le counte, et il lui resceust et presenta al Evesqe, et fut resceu et installe ; et vous dioms qe la Priourie se voida en temps ceste Counte, par quei le Supprieur et le Covent eslurent un Gyles de F. et le presenterunt al Counte, et il ne voleit resceivre, par quei labbe et le covent de Sur Dyne<sup>1</sup> qest un alien eslurent mesme celi Johan de S. et lui presenterent al Counte et il le resceust et presenta al Evesqe, et il le resceust et enstalla ; sur quei le dit Supprieur et le covent suerunt a la Court Christiene &c. de lui ouster, le quel ple uncore pend ; et J. de S. vist qil serreit ouste illoques<sup>2</sup> [et] se demist, la quele demise il apelle resignement, et nentendoms pas qe par un tiel presentement qe fut une torcinouse destourbaunce puisse accioun aver qe Counte de Lancastre porte &c.—*Pole*. Nous dioms qe qant a ceo qil ount dit qil deivount eslire un qe serra Priour et le presenter al Counte come a celui qest leur patron par la manere et il le resceivera et le presentera avant al Ordiner, nous dioms qen temps le Counte T. la Priorie se voida et il de lui mesme presenta a mesme la Priorie un Robert moigne de mesme la maison, et a son presentement fut resceu et enstalle de Evesqe, sanz ceo qil ne lui resceust de leur eleccioun, prest &c. ; et devant le Counte Edmund un altre de lui mesme ; et ils ount conu qe J.

<sup>1</sup> L. Surdeyn. I. Sur Syne. | <sup>2</sup> I. illoques par jugement.

A.D. 1337. admitted that J. de S. was presented by the Earl and received and installed by the Bishop without being presented or elected by the Sub-prior and the Convent, which presentation they do not avoid by the form of the statute<sup>1</sup>; wherefore we demand judgment and pray a writ to the Bishop.—*Trewith*. That R. of whom they speak was elected by the Sub-prior and Convent and by them was presented to Earl Thomas, and on their election he received him and presented him over, ready &c.—*Basset*. We say that the Earl did not receive him on their election, but by himself presented him, ready &c.—*Parning*. Then you do not deny that R. was elected by the Sub-prior and the Convent, and by them was presented to the Earl; and you have admitted that the Earl presented the said R., which can not be understood except that he presented him on their election; wherefore we demand judgment &c.—*Basset*. We have offered to aver that the Earl presented by himself, and did not receive him on their election; wherefore will you have the averment or not?—And afterwards the averment was received.

Aid-  
prayer.

§ One William brought the writ against one Alice who was the wife of T. de G. and one J. the son of the said T., and demanded certain tenements of the seisin of his ancestor; and Alice came, and J. came not. Alice came and said that she was sole tenant of the freehold, and said that she had nothing in the freehold except for term of life by lease from one R. who enfeofed her and T. her late husband, to have and to hold to them and to the heirs of T., and thus the fee and the right remain in the person of J. son and heir of T., without whom she can not bring those tenements into judgment; and she prayed aid of him; and she said besides that he was under age; and she prayed that the parole might demur

<sup>1</sup> 13 Edw. I. Westm. 2. c. 5.

de S. fut presente par le Counte et resceu et installe par A.D. 1337. le Evesque sanz estre presente ou eslieu par le Supprior et le Covent, le quel presentement ils ne voident pas par forme de statut ; par quei nous demandoms jugement et prioms bref al Evesque.—*Tre.* Celi R. de qi ils parlent fut eslieu par le Supprior et le Covent et par eux presente al Counte Thomas, et sur lour eleccioun il le resceust et presenta avant, prest &c.—*Basset.* Nous dioms qe le Counte nel resceust pas a lour eleccioun, eynz le presenta de lui mesme, prest &c.—*Parn.* Donques vous ne dedites pas qe R. ne fut eslieu par le Supprior et le Covent et par eux presente al Counte, et vous avez conu qe le Counte presenta mesme celi R. qe ne poet estre entendu fors qe il le presenta sur lour eleccioun ; par quei nous demandoms jugement &c.—*Basset.* Nous avoms tendu daverer qe le Counte presenta de lui mesme et ne mie resceust a lour eleccioun ; par quei voletz laverement ou ne mie ?—Et apres laverement fut resceu.

§ Un William porta le bref vers une Alice qe fut la femme T. de G. et un J. le fitz mesme celi T., et demanda certains tenementz de la seisine<sup>1</sup> son auncestre : et A. vynt, et J. ne vynt pas. A. vynt et dit qe ele fut sole tenaunt de franktenement, et dit qe ele navoit riens en la franktenement qe a terme de vie de lees un R. qenfeffa lui et T. jadis son baron, aver et tener a eux et as heirs T., issint le fee et le dreit demorent en la persone J. fitz et heir T., sanz qui ele ne poet ceux tenementz mener en jugement, et prie eide de lui ; et dit outre qil fut deynz age, et pria qe la paroule demorast

<sup>1</sup> L. mort.



A.D. 1337. until his age.—*Trewith.* Whereas you pray in aid J. as son and heir of T., we tell you that you ought not to have aid of him, for he is a bastard, ready &c.—*Pole.* Inasmuch as you do not deny that the estate of A. is only for the term of her life, by the lease which R. made to her and T. her late husband and the heirs of T., or deny that J. of whom we have prayed aid is the son of T.,—and to try whether he is bastard or mulier, where we can not bring the tenements &c.,—we pray aid of him.—*Parning.* According to your saying you can pray aid of any one you will who is under age by alleging that he is the son of such an one when he is not so, and so delay my action until he be of age, without my having any plea to this, which cannot be; for if J. was tenant of the same tenements, and I were to bring my writ against him demanding the same tenements, and he were to say that T. his father died seised in his demesne as of fee, and that he entered after his death as son and heir, and were to pray his age, I should oust him of his age by saying that he was a bastard.—*SCHARSHULLE.* You say wrongly; if he entered as son and heir he would have his age although he were a bastard &c.; so here, if he be in possession of other tenements as son and heir after the death of T., and thereby the reversion of these tenements belongs to him.—*Parning.* Sir, the reversion of these tenements can not belong to him if he be not son and heir of T.; and she has prayed aid of him as son and heir of T., and for that cause she has prayed aid, wherefore it is sufficient for me to traverse the cause of the aid-prayer &c.—*STONORE.* In your writ you have named J. the son of T.; wherefore you shall not be received to say that he is a bastard &c.—*Trewith.* Where we call him son of T., that may be a surname.—*STONORE.* It will never be adjudged a surname, because you have called him in Latin “the son of “Thomas.”—Wherefore W. was non-suit.

tanqe a son age.—*Trew.* La ou vous priez en eide J. A.D. 1337. com fitz et heir T., nous dioms qe vous ne devez de lui eide aver, qar il est bastard, prest.—*Pole.* Del hure qe vous ne dedites pas qe lestat A. nest soulement qe a terme de sa vie de lees R. a lui fait et a T. jadis son baron et as heirs T., ne vous ne dedites pas qe J. de qui nous avons prie eide ne soit le fitz T., et a trier le quel il est bastard ou muliere ou nous ne poms les tenementz mener &c., et prioms eide de lui.—*Parn.* A vostre dit vous poez prier eide qi qe vous vodriez qest deynz age a dire qil est fitz un tiel, la ou il nest pas issint, et par tant delaier ma accioun tanqe a son age sanz ceo qe jeo naveray nul ple a ceo, qe ne poet estre; qe si J. fut tenant de mesme les tenementz, et jeo portasse mon bref devers lui a demander mesme les tenementz, et il dit qe T. son pere morust seisi en son demene com de fee et qil entra apres son deces com fitz et heir, et prie son age, jeo lui ousterai de son age a dire qil fut bastard.—*SCH.* Vous dites mal; sil entra com fitz et heir il avereit son age tut fut il bastard &c.; auxint icy, sil soit eynz com fitz et heir apres les mort T. en altres tenementz, et par tant la reversion de ceux tenementz est a lui.—*Parn.* Sire, la reversion de ceux tenementz ne poet pas estre a lui, sil ne soit fitz et heir T.; et com fitz et heir T. ele ad prie eyde de lui, et sur tiele cause ele ad prie eide, par quei qil moi suffit de traverser la cause del eide prier &c.—*STONORE.* En vostre bref vous avez nome J. le fitz T.; par quei vous ne serrez pas resceu a dire qil est bastard &c.—*Trew.* Ceo qe nous lui nomoms le fitz T. ceo poet estre un surnom.—*STONORE.* Il ne serra jammes ajugge un surnom pur ceo vous lui nomez en Latyn saver "filio " Thomæ."—Par qei W. fut nounsuy.

A.D. 1337. § Walter the son of Walter Bluet, by his guardian, Waste. sued a writ of Waste against R. the son of Payn, and assigned that he had committed waste in the tenements which he had in ward of his heritage: and the writ said "of the lands and tenements which he has in ward &c." — *Stouford*. Whereas the writ says that he has the tenements in ward, we tell you that R. has nothing now in these tenements nor had he on the day when the writ was purchased, ready &c.; and we demand judgment of the writ.—*Trewith*. Since you do not deny that the tenements are holden of you, nor that you have them in ward, nor that you have committed waste, therefore we demand judgment &c.: for I think that while the heir who brings the writ is under age the writ shall say "which he has in ward;" but if he brings his writ when he is of full age and is himself seised of his lands, then the writ shall say "which he had in ward;" and if this writ be not maintained, a lord when he has wasted all the tenements shall devest himself of them to one who has nothing, and thereby the heir shall be without recovery, which would be a bad example.—And upon this a day was given over.

Formedon in the descender. § One Robert brought his writ of Formedon in the descender against W., and demanded a carucate of land &c., and said that one G. Priour of Hynkeleye gave that land to one Agnes daughter of J. de F. and to the heirs which G. Priour should beget on the body of the said Agnes, by which gift Agnes was seised in her demesne as of fee and of right by the form; and he made the descent to this Robert as youngest son and heir of A. begotten on her body by the said G., by the form &c., according to the custom of the Borough of F., because according to the custom of the said borough the youngest son shall be heir: and the writ said "which G. Priour of Hynkeleye gave to Agnes and the heirs of her body begotten by G. Priour of Hynkeleye formerly her

§ Walter le fitz Walter Bluet par son gardeyn A.D. 1337. suyst un bref de Wast vers R. le fitz Payn, et as-<sup>Wast.</sup> signa qil avoit fet wast en les tenementz qil ad en garde de son heritage: et le bref voleit "de terris et "tenementis quas habet in custodia &c."—*Stouf.* La ou le bref voet qil ad lez tenementz en garde, vous dioms qe R. nad rienz huy ceo jour en ceux tenementz, navoit jour de bref purchace, prest &c.; et demandoms jugement de bref.—*Trew.* Del hure qe vous ne dedites pas qe les tenementz ne sount tenez de vous, ne qe vous les avez en garde, ne qe vous navez fait wast, par quei nous demandoms jugement &c.; qar jeo entenke qe taunt qe le heir qe porte le bref est deynz age le bref dirra "quæ habet in custodia;" mes sil porte son bref qant il est de plein age et est seisi mesme de ses terres donques dirra le bref "quæ habuit "in custodia;" et si cesti bref ne seit meyntenu, un seigneur qant il ad waste toutz les tenementz il se demettra a un qe rienz nad, et par taunt le heir serra sanz recoveri qe serra mal ensaumple &c.—Et sur ceo jour fut done outre.

§ Un Robert porta son bref de fourme doun en le descendre vers W. et demanda une carue de terre &c., et dit qun G. Priour de Hynkeleye cele terre dona a une Agnes la fille J. de F. et as heirs qe G. Priour de corps mesme cele A. engendreit, par quel doun A. fut seisi en son demene com de fee et de dreit par la forme; et fist la discente a cesti R. come a fitz puisne et heir A. de son corps engendre par lavantdit G. par la forme &c. solonc lez usages de Bourgh de F., pur ceo qe solonc les usages de mesme le bourg le puisne fitz serra enherite; et le bref voleit "quam G. Priour de Hynkeleye dedit Agneti et heredibus de corpore suo per "G. Priour de Hynkeleye quondam virum suum pro-

A.D. 1337. " husband, and which, after the death of the said Agnes, " to the said R., son and heir of the said Agnes begotten " on her body by the said G., ought to descend by the " form of the said gift."—*Sad.* By his count he has made the descent to this Robert as youngest son according to the custom of the borough of F., and in the writ the descent is made to Robert as son and heir at common law, so the count is not warranted by the writ, wherefore we demand judgment &c.—*SCHARSHULLE.* If a writ be brought by several sons demanding tenements in Kent, the writ will be in common form; and by their count they will make their descent to them as sons and heir according to the custom of Gavelkind; so in the present case.—Wherefore he was ousted from the exception.—*Sad.* Judgment of this writ; for we make protestation that we do not admit the gift; and we tell you that whereas the writ says that G. Priour gave the same tenements to Agnes, daughter of J. de F. and to the heirs which G. Priour late her husband should beget on the body of the said Agnes, we say that G. the donor and G. who was to beget was one and the same person, and thereby the writ supposes that he gave to his own wife, which can not lawfully be; judgment of the writ.—*Pole.* I make protestation that I do not admit that it is one and the same person; and we say that what he says is not a plea unless he says that she was his wife at the time of the gift; and if he will say that, we are ready to aver that she was not, for the writ does not say so: for a man may give tenements to a woman (and afterwards marry her) limited in such a manner that the issue which he shall beget on her shall inherit: and you have accepted here such a fine, that tenements may be rendered to a man and a woman who is not then his wife and the heirs of their two bodies begotten, and if he afterwards takes her to wife, the issue between them shall inherit.—*STONORE.* The writ says " which G. " Priour of H. gave to A. and the heirs of her body by G. " Priour of H. formerly her husband begotten"; and there-

“ creatis : et quæ post mortem predictæ Agnetis prefato A.D. 1337.  
 “ R. filio et heredi predictæ Agnetis de corpore suo  
 “ per predictum G. procreato descendere debet per  
 “ formam donacionis predictæ.”—*Sad.* Par son count il  
 ad fait discente de A. a cesti R. com a fitz puiane  
 solonc les usages de bourgh de F., et en le bref le  
 discente est fait a R. com a fitz et heir a la comune  
 ley, issint le count nient garranti par le bref, par quei  
 nous demandoms jugement &c.—*SCH.* Si bref soit porte  
 a demander tenementz en Kent par plusurs fitz, le bref  
 serra de comune fourme ; et par lour counte ils frount  
 lour descente a eux com a fitz et heir solonc le usage  
 de Gavelkynde ; auxint par decea &c. ; par quei il fut  
 ouste del excepcion.—*Sad.* Jugement de cesti bref, qe  
 nous fasoms protestacion qe nous ne conusoms mie le  
 doun ; et nous vous dioms qe la ou le bref voet qe G.  
 Priour dona mesme les tenementz a A. la fille J. de F.  
 et as heirs qe G. Priour jadis son baron de corps  
 mesme cele A. engendra, la dioms nous qe G. qe dust  
 aver done et G. qe dust aver engendre est une mesme  
 persone, et par tant le bref suppose qe dona a sa femme  
 demene, qe ne poet estre de ley ; jugement de bref.—  
*Pole.* Jeo face protestacion qe jeo ne conusse pas qe  
 ceste une mesme persone ; et vous dioms qe ceo qil dit  
 nest pas ple sil ne die qele fut sa femme al temps de  
 doun ; et sil voet dire cella, prest daverer qe noun, qe  
 le bref ne voet pas ; qe un homme poet doner a une  
 femme tenementz, et puis la prendre a femme, taille par  
 la manere qe lissue qil engendra de lui serra enherite ;  
 et vous acceptez<sup>1</sup> tiel fin ceynz qe tenementz pount estre  
 renduz a un homme et a une femme qe nest pas adon-  
 ques sa femme et a les heirs de leur deus corps engen-  
 drez, et sil la preigne a femme apres, lissue entre eux  
 serra enherite.—*STONORE.* Le bref voet “quam G. Priour  
 “ de H. dedit A. et heredibus de corpore suo per G.  
 “ Priour de H. quondam virum suum procreatis<sup>2</sup> ;” et

<sup>1</sup> I. accepterez.

<sup>2</sup> T. “quam G. Priour de H. quondam virum suum procreaverit.”

A.D. 1337. by it supposes that this G. who is alleged to have begotten was the husband of Agnes before the gift &c.—*Pole*. Although the writ says “formerly her husband” that does not prove that there were such words in the gift; for I can not have any other writ in the Chancery, for I can not demand in this case if I do not make my father to have been the husband of my mother, and those words in the writ “formerly her husband” ought to refer to the day when this writ was purchased, and not to the time of the gift.—And a day was given over.

Assise of  
Novel disseisin.

§ William de Ros brought an assise of Novel Disseisin of his common of pasture in the vill of F. appurtenant to his freehold which he has in the vill of C., against N. Menille, Walter Frelle and several others, and made his plaint to have common in 200 acres of land, 100 acres of meadow, 300 acres of wood, and 500 acres of moor and of pasture, in one third part of the land every year throughout the whole of the year, and in the other two parts of the land each from the time that the corn should be cut, shocked and carried away until the land should be again resown, and in the meadow every year from the time that the hay was mown and got in until the Annunciation of our Lady, and in the wood and in the moor and in the pasture at all times and during the whole of the year for all manner of beasts.—*Parning*. As to all, except N. and W., we say by their bailiff, that they have committed no tort; and you have here N., by bailiff, who answers as tenant of the tenements where he claims the common, except 20 acres of land, 10 acres of meadow and 15 acres of moor and of pasture, and he tells you that whereas he claims common in the vill of F. as appurtenant to his freehold in the vill of C., to this he says that the two villis do not intercommon; so he says by his bailiff that he has committed no tort: and you have here W. in his proper person, who answers as tenant of 20 acres of land and 10 acres of meadow and 40 acres of moor and of pasture, and he tells you that the villis do

par taunt il suppose qe celi G. qe dust aver engendre fut A.D. 1337. le baron A. avant le doun &c.—*Pole.* Tut voet le bref “quondam virum suum” ceo ne proeve pas qil avoit tiele paroule en le doun; qar jeo ne puisse aver autre bref en la Chauncellerie, qe jeo ne puisse pas demander en ceo cas si jeo ne face mon pere baron ma miere, et cele paroule en le bref “quondam virum suum” doit referer al jour de cesti bref purchase et ne mie al temps de doun.—Et jour fut done outre.

§ William de Ros porta une assise de novele disseisine de sa comune de pasture en la ville de F. appurtenant a son franktenement qil ad en la ville de C. devers N. Menille, Wauter Frelle et plusurs autres, et fit sa plainte a comuner en cc. acres de terre, c. acres de pre, ccc. acres de bois, et D. acres de more et de pasture en la terce partie de la terre chescun an par my et par tut lan, et en les deus parties de la terre chesqun de temps qe les bledz serrount sciez auniz et emportez tanqe la terre soit autre foith resemé, et en le pre chescun an de temps qe les feins serront fauchez et unez tanqe a la nunciacion nostre dame, et en le bois et en la more et en la pasture chesqun temps per my tut lan a chesque manere des avers.—*Parn.* Qant a toutz forspris N. et W. vous dioms par lour baillif qil nount fait nul tort; et vous avez ci N. par baillif qe respond com tenant des tenementz ou il cleyme la comune horspris xx. acres de terre, x. acres de pre et xv. acres de more et de pasture, et vous dit qe la ou il clayme la comune en la ville de F. appurtenant a son franktenement en la ville de C., il vous dit qe les deus villes ne sentrecomument pas, issint vous dit par son baillif qil nad fait nul tort: et vous avez ci W. en propre persone qe respond com tenant de xx. acres de terre et x. acres de pre et xl. acres de more et de pas-



A.D. 1337. not intercommon ; wherefore we demand judgment if of common appurtenant he ought to have an assise.—*Trewith*. Seised as appurtenant, ready &c. by the assise.—The assise was awarded.—*Quære &c.*—And because the vill of F. where he claimed the common was within the franchise of the Archbishop of Canterbury, who had full return, and the sheriff himself had made the panel entirely of foreigners without sending to the bailiffs of the franchise, the Assise demurred : and the sheriff was told to send to the bailiff of the franchise : and now at this day the parties and the jurors were called.—*Parning* again said that the sheriff ought to send to the bailiff of the franchise to make men of the franchise come, because the tenements where he demands the common are within the franchise, and this panel is wholly arrayed by the sheriff and is wholly of foreigners ; wherefore we do not think that without men of the franchise you will take this assise.—*Trewith*. Both villis are in one Wapentake, and the men who are returned in the panel are of that Wapentake ; and we tell you that the sheriff sent to the bailiffs of the franchise who returned six names of the franchise to him ; and because the sheriff saw that they had been long suspected he put others in the panel.—*Stouford*. Still they ought to have been put in the panel, although they might have afterwards been taken out by challenge ; for as the array is commenced so it shall be continued.—*SCROPE*. If we now adjudge that this assise shall not be taken without men of the franchise, and we perchance pursue that judgment, then the assise will never be taken, because perchance there is no one of the franchise who is not suspected, and this would be too great a mischief.—Wherefore he took the assise composed wholly of foreigners.—*Quære &c.*—And the Assise came and said that in the wood and in the moor and in the pasture William had been seised of common of pasture as appendant to his freehold in the vill &c., and that he and his ancestors had been seised from time whereof &c., and

ture, et vous dit qe les villes ne se entrecomument pas : A.D. 1337. par quei nous demandoms jugement si du comune appartenant deyve lassise avoir.—*Trew.* Seisi com appurtenant, prest &c. par assise.—Lassise fut agarde. Quere &c. : et pur ceo qe la ville de F. ou il clama la comune fust deynz la franchise lercevesqe de Canterbirs, qavoit plein retorn, et le vicomte mesme avoit fait le panelle tut de les foreyns sanz maunder a les baillifs de la franchise, lassise demora : et dit fut al vicomte qil dust maunder a le baillif de la fraunchise ; et ore a cesti jour les parties et les jorours furent demandez.—*Parn.* autre foith dit qe le vicomte dust maunder al baillif de la fraunchise de faire venir gentz de la fraunchise, pur ceo qe les tenementz ou il demande comune sount deynz la fraunchise, et ceste panelle est tut araie par le vicomte et toutz des foreins ; par quei nentendoms pas qe saunz gentz de la fraunchise voillez ceste assise prendre.—*Trew.* Lune ville et lautre sount tut en un Wapentake, et de cel Wapentake les gentz qe sount retournez en le panelle sount, et vous dioms qe le vicomte manda as baillifs de la fraunchise, le quel retourna vi. nouns de la fraunchise a lui ; et pur ceo qe le vicomte vist qils furent long tens auxint suspetionous, il mist autres en le panel.—*Stouf.* Uncore dussent il aver este mys en le panelle, tut porreit eux aver este oste apres par challenge ; qar solonc ceo qe larray est comence il serra continue.—*SCROPE.* Cy nous agardoms ore qe ceste assise ne serra mie pris sanz gentz de la fraunchise et nous purseuoms par cas cest agarde, adonqe lassise ne serra jammes pris, pur ceo qe par cas il ny ad nul de la fraunchise qe nest suspetionous, et ceo serroit trop graunt meschef.—Par quei il prist lassise tut des foreyns. Quere &c. Et lassise vient et dit qe en le bois et en la more et en la pasture William avoit este seisi de comune de pasture com appendant a son fraunktenement en la ville &c., et lui et ses auncestres avoint este seisis de temps  
qes. c

A.D. 1337. disseised by those named in the writ ; and they said that N. and W. had common of pasture in the wood and moor and pasture of the vill of C. appendant to their freehold in F.—STONORE said that he had no regard as to that.—And the ASSISE said besides that as to the common which W. claimed in the land and in the meadow W. was not disseised.—STONORE. Why is he not disseised ? tell us the cause : is it because he is seised at his will, or because he was never so seised that he could be disseised ? For he shall know how he shall depart out of Court.—*Parning.* Sir the Assise was not delayed by any plea in bar, but was taken at large ; wherefore they shall be received to give their verdict at large, and this they have done, to wit that he is not disseised, and this serves whichever way it is understood.—STONORE. If in pleading you had admitted that he was seised at his will, then their verdict would be accepted in such a manner ; but not when you have denied his seisin.—Wherefore he caused the ASSISE to return &c.—And afterwards it came back and said that as to the common which he claimed in the land and meadow he was never so seised that he could be disseised &c.

Waste.

§ One William brought a writ of Waste against J. and A. his wife, and said that they had committed waste in tenements which they held for the life of A. by lease made by R. to A. and one T. late her husband the father of William whose heir he is, to have and to hold to them and to the heirs of T. ; and he assigned the waste.—*Stouford.* We tell you that after the death of T. this A. took for husband one G., which G. leased the same tenements, by this deed indented, to this W. and to Gilbert his brother to hold for a term of years, which term still exists ; and we tell you that after the death of Geoffrey, this same A. while she was sole, confirmed, by this deed which is here, the same term to W. and Gilbert : and we do not think that he ought to

dount &c., et disseisiz pur ceux qe sount nomez en le A.D. 1337. bref; et diseint qe N. et W. avoint comune de pasture en le bois et more et pasture de la ville de C. appendaunt a lour fraunktenement en F.—STONORE dit qe qant a ceo qil navoit nul regard.—Et lassise dit outre qe qant a la comune qe W. clayme en la terre et en le pree, qe W. ne fut pas disseisi.—STONORE. Pur quei nest il pas disseisi? dites nous la cause, ou pur ceo qil est seisi a sa volunte, ou pur ceo qil ne fut unqes seisi issint qil poet estre disseisi? qar il savera coment il departera hors de la Court.—*Parn.* Sire, lassise ne fut pas arestue par nul ple en barre, eynz fut pris a large; par quei il serrount resceu a dire lour verdit a large, et ceo ount il fait, saver, qil nest pas disseisi, et ceo sert a chesqun entendement.—STONORE. Si en ple ple-daunt vous ussez conu qil fust seisi a sa volunte, donqes lour verdit serroit accepte par tiele manere; mais ne mie la ou vous avez dedit sa seisine; par quei il fist retourner lassise &c. Et apres ele revient et dit qant a la comune qil clama en la terre et pree il ne fut unqes seisi si qil pout estre disseisi &c.

§ Un William porta bref de Waste vers J. et A. sa <sup>Waste.</sup> femme, et dit qils avoint fet wast des tenementz qils teneyent a la vie A. de lees R. fait a A. et un T. jadis son baron, pere W., qi heir il est, a aver et tenir a eux et as heirs T.; et assigna le Wast.—*Stouf.* Nous vous dioms qe apres la mort T. ceste A. prist a baron un G., le quel G. lessa mesme les tenementz par ceo fait endente a cesti W. et a G<sup>1</sup>. son frere, a tenir a terme des anz, le quel terme dure uncore; et vous dioms qapres la mort G<sup>2</sup>, mesme ceste A., taunt come ele fut sole, conferma, par ceo fait qe cy est, mesme le terme a W. et a G.; et nentendoms pas qe a cesti bref

<sup>1</sup> I. --Gilbert. <sup>2</sup> I. Geffre.

A.D. 1837. be received to this writ of Waste of the tenements which he holds in such a manner. And he put forward both deeds.—And afterwards a day was given.

*Formedon.* § Katherine de F. and Margery her sister brought their writ of Formedon against Ingram de F.; and Margery came not; wherefore she was summoned and severed, and Katherine was received to sue alone; and she said that one Ingram de F. gave the same tenements to Isabel his daughter and the heirs of her body begotten, by which gift she was seised &c.; and she made the descent from Isabel to Katherine and Margery as daughters and heir by the form.—*Trewith.* We say that we make protestation that we do not admit the gift, and we tell you that Ingram de F., who he supposes to have given, died seised of those tenements and of other tenements in his demesne as of fee; after whose death the tenements descended to Isabel, to whom she supposes the gift was made, and one Hawyse, as two daughters and one heir; and Isabel took to husband one W., and Hawyse took to husband one J., who made partition between them, so that the tenements which are now demanded were allotted as the portion of Hawyse mother of this same Ingram, whose heir he is, in satisfaction of other tenements which were allotted as the portion of Isabel, to which tenements Isabel agreed after the death of her husband W., and she was seised and died seised; after whose death Margery and Katherine entered and were seised and agreed thereto: and we demand judgment if in opposition to the partition and agreement she ought to have an action.—*Hill.* Now we demand judgment since you do not deny the gift, and the statute<sup>1</sup> declares that the issue in tail shall not be barred by the deed of him to whom the gift was made &c.; and the deed is

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<sup>1</sup> De Donis.

de Wast des tenementz qil tient par la manere deit il A.D. 1337.  
estre resceu; et mist avant lun fait et lautre, &c.—  
Et apres jour fut done.

§ Katherine de F. et Margerie sa soer porterent lour <sup>Fourme</sup> <sup>doun.</sup> bref de fourme doun vers Ingram de F. et Margerie ne vint pas, par quei ele fut somons et severe, et Katherine resceu a suivre sole, et dit qun Ingram de F. dona mesme les tenementz a Isabel sa fille, a lui et a les heirs de son corps engendrez, par quel doun ele fut seisi &c., et fit sa descente de Isabel a K. et a M. com a filles et heir par la fourme. — *Trew.* Nous dioms qe nous fasoms protestacioun qe nous ne conusoms par le doun, et vous dioms qe Ingram de F., qi il suppose qe dust aver done, morust seisi de ceux tenementz et dautres tenementz en son demene com de fe, apres qi mort lez tenementz descenderent a Isabel, a qi ele suppose le doun estre fet, et a une Hawyse, com a deus filles et une heir, et Isabel prist a baron un W., et Hawyse prist a baron a un J., les queux fesoint la purpartie entre eux, issint qe les tenementz qore sount demandez furent allote a la purpartie H., mere mesme cesti Ingram, qi heir il est, en alloances daltres tenementz qe furent a la purpartie Isabel, des queux tenementz Isabel sagrea apres la mort W. son baron, et fut seisi et morust seisi, apres qi mort M. et K. entrerent, qe furent seisis et se agreerunt; et demandoms jugement si encountre la purpartie et la-greement deive accion aver.—*Hill.* Ore demandoms jugement del hure qe vous ne dedites pas le doun, et lestatut voet qe lissue en la taille ne serra mie forsclos par le fait celui a qi le doun se fist &c.; et le fait

A.D. 1337. not denied on either side.—And upon this the parties demurred in judgment, and a day was given over &c.

*Trespass.*     § William de Chaunce brought his writ of Trespass against William de Twenge, Thomas de Ros, and several others, and counted by *Parning* that whereas this William de Chaunce was lord of a moiety of the manor of Kirkeby in Kendale, and William de Twenge and Thomas de Ros were lords of the other moiety of the said manor, to hold in severalty, in which manor they have a market in common on Saturday in every week throughout the year; and he said that William de Twenge and Thomas by their bailiff collected a moiety of the profits of the said market &c., and William de Chaunce by his bailiffs collected the other moiety, and had, both he and his ancestors &c. from time whereof memory runneth not: and he said moreover that this same William de Chaunce had his sergeants and bailiffs, namely A. and D., on Saturday on the eve of Trinity in the seventh year to collect the toll and custom of the same market, and there came William and Thomas and the others with force and arms &c. and violently beat and wounded and disturbed this same William de Chaunce, and carried off the toll and custom of the said market, tortiously &c.—*Trewith.* He has said in his count that we carried off the toll and the custom, and he has not said in his count what custom, judgment of the count; as in a writ of Trespass which says “his goods and chattels carried away” in counting he shall say what goods and chattels were carried away.—*Parning.* In a writ of Trespass for my goods and chattels carried away I ought well to know what good and chattels were taken out of my possession, but in this writ I have complained that you have taken and carried away toll and custom, which I ought to have taken; but I never had possession thereof, wherefore I can not know what thing in particular you carried away, but you ought to know well

nient dedit dune part et dautre. Et sur ceo les parties A.D. 1337. demoeurent en jugement, et jour fut done outre &c.

§ William de Chaunce porta son bref de Trespas vers *Trespas*. William de Twenge, Thomas de Ros, et plusurs autres, et counta par *Parn.* qe com mesme cesti W. de C. fuit seigneur de la moite del maner de K<sup>1</sup>. en Kendale, et W. de T. et Thomas de R. seignurs de lautre moite de maner avandit, a tenir en severalte, deynz quel maner ils ount un marche en comune par jòur de Samadye chesqun symaigne par tot lan, et dit que W. de T. et Thomas par lour baillif quillerent la moite des profitz de mesme la marche &c., et W. de C. par ses baillifs quillerent lautre moite, et averoit et lui et ses auncestres &c. de temps dount memoire ne court les avoint W.; et dit outre qe mesme cesti W. de C. avoit ses serjauntz et baillifs, cest a savoir A. et D., le samadie en la veille de la Trinite lan vij<sup>me</sup>, a quiler tolne a la coustume de mesme le marche, la vindrent W. et de et les autres a force et armes &c. et fort baterent et nauferent et mesme cesti W. de C. destourberent, et le tolne et le coustume de mesme le marche emporterent, atort &c. — *Trew.* Il ad dit en son count qe nous avoms emporte le tolne et la coustume, et ils nount pas dit quele coustume en son count, jugement de count; com en bref de trespas qe voet "bona et catalla sua asportata" et en count countant il dirra ceux biens et chateux emportes. — *Parn.* En un bref de trespas de mes biens et de mes chateux emportez jeo dey bien saver ceux biens et chateux furent pris hors de ma possession, mes en cesti bref sy jeo suy pleynt qe vous avez pris et emporte tolne et coustume qe jeo dusse aver pris; mes jeo ne suy unkes possessions de ceo, par quei jeo ne puisse saver quele chos en especial vous emportastez, mes vous le

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<sup>1</sup> L. — Kirkeby.



A.D. 1337. &c.—Wherefore *Trewith* was ousted from that exception : and afterwards *Trewith* demanded judgement of the writ in respect that the writ said that he sent there his bailiffs to collect the moiety of the toll &c., where it can not be understood that the bailiffs of one collected one moiety and the bailiffs of the other collected the other moiety, since he said that the market is in common, but the collecting shall be in common and then the profits be severed by moieties &c. : and together with this, the writ says that we beat his serjeants, and he does not say how he is damaged thereby, to wit that he has lost their services ; judgment of the writ.—And as to both exceptions he was ousted and the writ was adjudged good.—*Trewith*. As to all except William de Twenge and Thomas de Ros, not guilty : and as to the taking of toll on Saturday the eve of Trinity &c., we say that William and Thomas have every year a fair in the same manor, to last three days, to wit, on the eve and the day and the morrow of Trinity, and of that fair the father of William and the father of Thomas died seised, and after their deaths William and Thomas were seised of the fair, so they took the toll and the custom on that day as in their fair without committing any tort, and we do not think that he can have an action.—*Parning*. We counted that you disturbed us on such a day, and so from one market-day to another until the day of the purchase of the writ, to which you answer not, wherefore we demand judgment of you as undefended.—*Trewith*. You did not by your count affirm the disturbance except for one day, wherefore we demand judgment &c.—*ALDEBURGH*. The writ states that you disturbed him and still disturb him, and in that wise he counted, wherefore you ought to answer to this.—*Trew*. Whereas his writ and his count state that he and his ancestors have had a market from time whereof &c., to that we say that he and his ancestors have not been seised from time &c., ready &c.—*Parning*. Ready &c. that they have.—*STONORE*. Although the

devez bien saver &c. ; par quei il fust ouste del excepcion, A.D. 1337. et apres, *Trew* demanda jugement de bref qant a ceo qe le bref voleit qil manda la ses baillifs a quiler la moite de tolne &c., ou il ne poet estre entendu qe les baillifs de lun quylerent la une moite et les baillifs des autres lautre moite, del hure qil ad dit qe le marche est en comune, mes le quiler serra en comune et severer donques le profit par moite &c. ; et oveqe ceo le bref voet qe nous batismes ses sergeaunts, et il ne dit pas coment il est endamage par tant, saver, perdi lour services, jugement du bref.—Et qant a lun et lautre il fut ouste &c., et le bref agarde bon.—*Trew*. Qant a toutz forspris W. de T. et T. de Ros, de rien copable ; et qant al prendre de tolne le Samadie en la veille de la Trinite &c. nous dioms qe W. et T. ount chesqun an un foir en mesme le maner a durer par iij. jours, saver la veile de la Trinite et le jour et lendemeyne, et de cel foire le pere W. et le pere T. devierunt seisis, et apres lour deces G. et T. seiserent la foir, issint pristrent eux la tolne et la custume a cel jour com en lour fair sanz tort faire, et nentendoms pas qil puisse accion aver.—*Parn*. Nous countames qe vous nous destourbates a tiel jour, issint de jour en autre par jour de marche tanqe al jour de bref purchase, a quei vous ne respoundez pas, par quei nous demandoms jugement de vous com de noun defenduz.—*Trew*. Vous naffermastes pas par vostre count la destourbaunce fors qe par un jour, par quei nous demandoms jugement &c.—*ALD*. Le bref voet qe vous lui destourbastes et oncore destourbetz, et par la manere counta &c., par quei vous devez respondre a ceo.—*Trew*. La ou son bref et son count voet qe lui et ses auncestres ount eu marche de temps dount &c., a ceo dioms nous qe lui et ses auncestres nount pas este seisis de temps &c., prest &c.—*Parn*. Prest &c. qe cy.—*STONORE*. Coment qe le

A.D. 1337. issue be joined, still it is for the Court to see if the issue be admissible or not; and it seems that since by the writ and by the count he supposes the market to be in common to you and to him, therefore although it be not of so long time still his action is maintainable.—*Trewith.* Sir, he has admitted that we are lord in severalty of a moiety of the vill where he claims to have the market, and thereby he claims a profit a prendre in our soil which can not be claimed by other seisin except seisin from time whereof &c.—*STONORE.* And such a profit he gives you in his soil.—*Trewith.* Be that as it may; for although he grants a profit to me, I shall not be obliged on that account to grant to him another profit in common soil &c.—*Parning.* If you will admit that you have disturbed us, because we and our ancestors were not seised from all time, we will demur with you willingly in judgment of the Court.—*Trewith.* There is an issue between you and me upon the plea; wherefore you shall not be received to say any more than you have said; but if the Court is of opinion that the issue is not admissible the Court will put us to another answer &c.—*STONORE.* That is true.—*Parning.* You avowed the disturbance on the Saturday on the eve of Trinity because you had a fair then, so that you acknowledged your plea upon justification; wherefore if that be recorded by the Court we are well agreed &c.—*Trewith.* That shall not be recorded now: for whatever thing a party may plead and pass over without regard of the Court and join issue on a plea, then nothing shall be recorded except the issue; for of that which was spoken and pleaded before and waived without award nothing shall be entered on the record &c.—*HILLARY.* You say wrong.—And afterwards a day was given over for considering whether it was admissible or not.

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issue se joynt uncore il est a la court de veer si lissue A.D. 1337.  
 soit acceptable ou ne mie ; et il semble qe del hure qe  
 par bref et par count il suppose le marche estre en  
 comune a vous et a lui, par quei tut nest il pas si long  
 temps oncores accion mayntenu.—*Trew.* Sire, il ad conu  
 qe nous sumes seignur de la moite de la ville en severalte  
 ou il clayme daver la marche, et par tant il clayme un  
 profit a prendre en nostre soil, qe ne poet estre clame  
 par autri seisine qe par seisine de temps dount &c.—  
*STONORE.* Et a tiel profit il vous donne en son soil.—  
*Tr.* Soit de ceo come estre poet<sup>1</sup>, qar tut graunte il un  
 profit a moi jeo ne serra pas hardi par tant a graunter  
 a lui un altre profit en comune soil &c.—*Parn.* Si vous  
 voillez conustre qe vous nous avez destourbe pur ceo qe  
 nous et noz auncestres ne furent pas seisis de tut temps  
 nous voloms demorer en jugement de court oveke vous  
 volunters.—*Tr.* Entre vous et moi nous sumes a issue  
 de plee ; par quei vous ne serrez pas resceu a dire nient  
 plus qe vous navez dit ; mes si Court veit qe lissue nest  
 pas acceptable, la Court nous mettra a autre respons &c.  
 —*STONORE.* Ceo est verite.—*Parn.* Vous avowastez la  
 destourbaunce la samadie en la veille de la Trinite pur  
 ceo qe vous aviez foir adonqe, issint vous conustez  
 vostre ple sur justificacion, par quei si cella soit recorde  
 de court nous agreoms bien &c.—*Trew.* Cella ne serra  
 pas recorde aore : qe quele chose qe partie plede et passe  
 outre sanz regard<sup>2</sup> de Court et joynt issu de ple, adonqe  
 nul rienz ne serroit recorde fors qe lissue ; qar de ceo  
 qe fut parle et plede avant et wayve sanz agard rienz  
 ne serra entre en record &c.—*HILL.* Vous dites mal.—  
 Et apres jour fut done outre en avisement le quel il soit  
 acceptable ou noun.

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<sup>1</sup> I. de ceo quei.—L.—quei de ceo. <sup>2</sup> I.—acorde.



**EASTER TERM**  
**IN THE ELEVENTH YEAR OF THE**  
**REIGN OF KING EDWARD THE THIRD**  
**FROM THE CONQUEST.**

EASTER TERM IN THE ELEVENTH YEAR OF THE  
REIGN OF KING EDWARD THE THIRD FROM  
THE CONQUEST.

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A.D. 1337. § An infant under age brought the assise for so much land and 20s. of rent &c. ; and as to the land one answered as tenant and said that the plaintiff was not ever so seised that he could be disseised &c. ; and as to the rent he said that he supposed the rent to be issuing out of the tenements put in the plaint, and thus he makes his plaint for the land and for rent issuing out of the same land, and we demand judgment of the writ.— And because the plaintiff was under age he was not put to answer to that, but the Assise was awarded. And the tenant said, in evidence of the seisin, that the father of the plaintiff had leased to him the tenements for the term of his life, and so he was seised &c. without committing any tort or disseisin. The plaintiff said that his father died seised of the same tenements in his demesne as of fee, after whose death he entered as son and heir and was seised until by him disseised. And the Assise came and said that the father of the plaintiff gave the same tenements which he had in the vill, of which he complains that he is disseised, to him who answers as tenant, to hold for the whole of his life, except a chamber in which he lay sick, and after seisin was delivered he gave him the chamber and removed into the hall and there died. The Assise was asked if when he entered the hall and there died he entered claiming a freehold to himself or if he entered by sufferance of the tenant : and the Assise said that he entered by sufferance of the tenant, without claiming anything to himself : wherefore it was adjudged that he should take

DE TERMINO PASCHÆ ANNO REGNI REGIS ED-  
WARDI TERTII A CONQUESTU UNDECIMO.

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§ Un enfaunt deynz age porta lassise &c. de taunt de A.D. 1337. terre et de xx. souz de rente &c. ; et qaunt a la terre un respond com tenant et dit qe le pleintif ne fut unques seisi si qe il pout estre disseisi &c. ; et qant a la rente il dit qil suppose la rente estre issaunt des tenementz mys en pleint, et issint fut il pleint de la terre et de rente issaunt de meisme la terre, et demandoms jugement de bref. Et pur ceo qe le pleintif fut deynz age, il ne fuyt mie mis a respondre a ceo, eynz lassise agarde. Et le tenant dit en evidence de lassise qe le pere le pleintif avoit lesse a lui les tenementz a terme de sa vie, issint fut il seisi &c. sanz tort ou disseisine faire. Le pleintif dit qe son pere morust seisi de meisme les tenementz en son demene com de fee, apres qui mort il entra com fitz et heir, et seisi fut tanqe par lui disseisi. Et lassise vynt et dit qe le pere le pleintif dona meisme les tenementz qil avoit en la ville dount il se pleint estre disseisi a celi qe respond com tenaunt, a tenir a tote sa vie, forspris une chambre en la quele il geust malades, et apres ceo qe la seisine fut livre il lui dona la chambre et remua en la sale, et illeoques morust. Demande fut del assise qe qant il entra en la sale et illeoques morust, le quel il entra en clamant frank tenement a lui ou qil entra par soefraunce del tenaunt ; et lassise dil qil entra par soefrance del tenant sanz rien clamer a lui meisme ; par quei agarde



A.D. 1337. nothing by his writ as to the land. And the Assise said that as to the rent it was issuing out of other land than that which was put in the plaint, and said that the father of the plaintiff had leased to the tenant two carucates of land for the term of his life besides the land put in the plaint, rendering to him and his heirs 10s. by the year for one carucate of land, and for the other rendering to him (and not to his heirs) 10s. by the year so that the said last mentioned shillings were extinct by the death of the lessor; and they said besides that after the death of the lessor the Bishop of Durham seized the rent of 10s. by reason of the non-age of the infant plaintiff in name of wardship, supposing the tenements to be holden of himself by knight-service. It was asked why the Bishop was not named in the writ; and the plaintiff said that he saw that the tenements were holden of him in socage, wherefore he removed his hand and took not the rent, and so the tenant was the deforçant of the rent: but the Bishop received the rent until the day of the purchase of the writ and since. Wherefore it was adjudged that he should take nothing by his writ, because by the seisin of the guardian the infant was then tenant of the rent as a freehold.—And Quære, and see that by reason of the non-age of the heir, his tenant, the lord shall have the rent which is due to him for term of life, when the tenements are holden of him by knight's service.

§ Note that a man made a recognizance in this Court for 40*l.*; and at the day, he did not pay the money, and afterwards died leaving his heir under age, who had his lands in his own hands because they were holden in socage; wherefore he to whom the recognizance was made sued a "scire facias" against the infant to have execution for the money.—SCROPE adjudged that execution should be stayed until the heir was of full age &c.

fut qil ne prist rienz par son bref qant a la terre. A.D. 1337. Et lassise [dit] qe qant a la rente qele fut issaunt dautre terre qe de cele qe fut mys en pleynte, et dit qe le pere le pleintif avoit lesse al tenant deux carues de terre a terme de sa vie outre la terre mys en pleynt, rendant a lui et a ses heirs x. souz par an pur lune carue de terre, et pur lautre rendant a lui et ne mie a ses heirs x. souz par an, issint qe les ditz souz furent exteyntz par la mort le lessour: et dit outre qe apres les mort le lessour levesqe de Duresme seisi la rente de x. souz par le nounage del enfant pleintif en noun de garde, en supposant les tenementz estre tenuz de lui par service de chivaler. Demande fut pur quei levesqe ne fut nome en le bref: et le pleintif dit qil vist qe les tenementz furent tenuz de lui en sokage, par quei il ousta la mayn et prist<sup>1</sup> la rente, et issint le tenant fut deforceour de la rente; mes le Evesqe resseust la rente tanqe a jour de cesti bref purchase et pus: par quei agarde fut qil ne prist rienz par son bref, pur ceo qe par la seisine le gardeyn lenfant fut donques tenant de la rente com franktenement. Et quere et vide qe le seignur avera par reson del nounage le heir son tenant la rente qest due a lui a terme de vie la ou les tenementz sount tenuz de lui par service de chivaler.

§ Nota qun homme fist une reconisance ceynz de xl. livres; et al jour il ne paia pas les deners, et pus il morust et soun heir deynz age, et avoit ses terres en sa meyn demene pur ceo qils furent tenuz en sokage; par quei celi a qi la reconisance fut fait suyt un "scire facias" devers lenfant daver execucion de les deners.—SCROPE agarda qe execucion dust demorer qanqe al plein age le heir &c.

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<sup>1</sup> I. — ne prist pas.

A.D. 1337. § Richard Hamund brought his writ of Right against J. de F. and A. his wife, and demanded certain tenements on his own seisin: and J. and A. joined the mise and denied R.'s seisin, and said that R. de G. was seised of the same tenements and gave them to them and their heirs for ever; and they put themselves on the great Assise of our Lord the King whether they have better right to hold &c. by the feoffment of R. &c than Richard &c.—*Parning*. We will imparl on the mise. And they had a day until the morrow: and then the parties were called; and the demandant came and the tenants did not come; wherefore *Parning* prayed final judgment.—SCHARSHULLE. You have not yet accepted the mise, wherefore it seems that you shall not have final judgment; for the mise is not fully joined before it be accepted.—*Parning*. If we had challenged the mise and after our challenge they had absented themselves, we should have had final judgment, because they departed in despite of the Court: so we shall have it here, because we had no time before now to accept the mise or to challenge it: wherefore &c.—SCROPE. What you say would be correct if the judgment would not affect a femme coverte &c.—*Parning*. Sir, we think that on that account the judgment shall not be changed.—And afterwards SCHARSHULLE adjudged, because J. and A. his wife departed in despite of the Court after the mise was joined, whereupon Richard prayed final judgment, accepting the mise, that Richard should recover his seisin for ever &c.

Ejectment from wardship. § Andrew de Medestede brought his writ in these words: "If Andrew de Medestede make you safe to  
 " prosecute his claim then put by safe pledges Amice  
 " who was the wife of Stephen de Cobham and the  
 " others &c. that they be before our Justices at York  
 " on the morrow of the Purification of the blessed Mary

§ Ricard Hamund porta son bref de dreit vers J. A.D. 1337. de F. et A. sa femme et demanda certainz tenementz de sa seisine demene: et J. et A. joynerunt la myse et dedissoient la seisine R., et disoint qe R. de G. fut seisi de meisme les tenementz et les dona a eux et a lour heirs a toutz jours, et mistrent en la grant assise nostre seignur le Roy le quel ils ount nul<sup>1</sup> dreit a tenir &c. par le feffement R. &c. qe Ricard &c.—*Parn.* Nous emparleroms sur la myse. E avoient jour tanqe a lendemeyn; et adonques les parties furent demandez; et le demandant vint et les tenantz ne vindrent pas; par quei *Parn.* pria jugement final.—*SCH.* Vous navez pas uncore accepte la myse, par quei il semble qe vous navez pas jugement final; qe la mise nest pas pleinement joynt avant ceo qe ele soit accepte.—*Parn.* Si nous ussoms chalange la mise et apres nostre chalange ils ussent absente, nous ussoms eu jugement final, pur ceo qils departerent en despit de la court; auxint averoms nous ci, pur ceo qe nous navoms temps avant ore daccepter la mise ne de chalenger; par quei &c.—*SCROPE.* Vous deissez bien si le jugement ne taillereit vers une femme coverte &c.—*Parn.* Sire, nous entendoms qe par taunt le jugement ne serra mie chaunge. Et apres *SCH.* agarda pur ceo qe J. et A. sa femme departirent en despit de la court apres la mise joynt, sur quei Ricard pria jugement final en acceptant la mise, il agarda qe Ricard recoverast sa seisine a touz jours &c.

§ Andreu de Medestede porta son bref in hæc verba: <sup>Enjettement de garde.</sup>  
 “ Si Andreas de Medestede fecerit te securum de clameo  
 “ suo prosequendo tunc pone per vadium et salvos plegios  
 “ Amiciam quæ fuit uxor Stephani de Cobham et al-  
 “ teros &c. quod sint coram Justiciariis nostris apud  
 “ Eborum in crastino Purificationis beatæ Mariæ osten-

<sup>1</sup> I. —meuthe.

A.D. 1837. "to shew why when the wardship of one messuage, 300  
 " acres of land, 60 acres of wood, 20 acres of meadow  
 " with the appurtenances in H., until the lawful age  
 " of John son and heir of Stephen de Cobham belongs  
 " to the said Andrew by virtue of the lease which  
 " Simon, late Archbishop of Canterbury, of whom the  
 " said Stephen held the said messuage and land, thereof  
 " made to the said Andrew, and the said Andrew was  
 " long in full and peaceful seisin, the said Amice &c.,  
 " the said heir being then under age, violently ejected  
 " the said Andrew from the said wardship, and cut his  
 " corn lately growing in H., and the said corn and other  
 " goods and chattels there found, to the value of 100  
 " marks, took and carried away, and other enormities  
 " &c. to the heavy loss of the said Andrew and against  
 " our peace &c."—*Rokel*. In this writ he has comprised  
 an action of ejectment which is founded on the right  
 of seignory, and also an action of Trespass committed  
 against the peace for his goods carried away; so that he  
 has joined in this writ two actions of different natures;  
 wherefore we demand judgment of the writ.—*Gayneford*.  
 The issue in this writ, on both parts, may be all one,  
 wherefore &c.—*HILLARY*. It is not so; for in a writ of  
 Trespass if one be convicted he shall be adjudged to pri-  
 son: but in the writ of Ejectment from wardship not  
 so; and also a writ of Ejectment will not abate by  
 the death of the defendant; and also in a writ of Eject-  
 ment proclamation shall be made, and not so in a writ  
 of Trespass.—*SCHARSHULLE* (ad idem). The writ says  
 that they cut and carried away the same corn which  
 was growing in the same land whence he complains  
 that he is ejected, and by reason of the ejectment he  
 will recover damages, and so he will recover damages  
 twice.—And for the aforesaid reasons it was adjudged  
 that he should take nothing by his writ.

“ suros quare cum custodia unius messuagii, CCC. acra- A.D. 1337.  
 “ rum terræ, lx. acrarum bosci, xx. acrarum prati, X.  
 “ solidorum redditus<sup>1</sup> cum pertinentiis in H. usque ad  
 “ legitimam ætatem Johannis filii et heredis Stephani de  
 “ Cobham ad ipsum Andream<sup>2</sup> pertineat ratione dimis-  
 “ sionis quam Simon nuper Archiepiscopus Cantuariensis  
 “ de quo predictus Stephanus predicta messuagium ter-  
 “ ram &c., tenuit per servitium militare inde fecit eidem  
 “ Andree, ac idem Andreas in plena et pacifica seisinâ  
 “ diu extiterit, eadem Amicia &c., et prefato herede infra  
 “ etatem existente, ipsum Andream a custodia illa violent-  
 “ ter ejecerunt et blada sua apud H. nuper crescentia  
 “ messuerunt, et blada illa et alia bona et catalla ibidem  
 “ inventa ad valentiam c. marcarum ceperunt et aspor-  
 “ taverunt, et alia enormia &c., ad grave dampnum,  
 “ ipsius Andree et contra pacem nostram, &c.”—  
*Rokel.* En cesti bref il ad compris accioun de enjette-  
 ment que prent foundement sur droit de seigneurie, et  
 auxint de trespas fait encountre la pees de ses biens  
 emportes; issint ad il joint en cesti bref deus accions  
 de divers natures; par quei nous demandoms jugement  
 du bref.—*Gayn.* Lissue en cesti bref qant a lun part  
 et lautre poet estre tut un, par quei &c.—*HILLARY.* Il  
 nest pas issint; qe en bref de trespas si homme soit  
 atteynt il serra agarde a la prisone; mais en bref den-  
 jettement de garde ne mie; et auxint bref denjette-  
 ment nabatera pas par la mort le defendant; et auxint  
 en bref denjettement la proclamacion se fra, et ne mie  
 en bref de trespas.—*SCH.* (ad idem). Le bref voet qils  
 scierent et emporterent meisme les bledz qe furent  
 cressantz en meisme la terre dount il se pleint estre  
 enjette. Et par resoun del enjettelement il recoversa  
 damages de mesme les bleez seez, et auxint il est a  
 recoverir damages par resoun del syer et enporter, et  
 issint damage<sup>2</sup> deus foith.—Et pro rationibus predictis  
 agarde fut qil ne prist rienz par son bref.

<sup>1</sup> T. omits “X. solidorum redditus.”<sup>2</sup> L. dampne.

A.D. 1337. § Richard, parson of the church of Fenton, brought the  
 Jury de Utrum. Jury de Utrum against several persons by several summonses; and at the first day the tenants made default wherefore a resummons issued against them returnable at this day; and now the tenants cause themselves to be essoined. — *Gayneford*. The essoin does not lie; on the first day the tenants might have had an essoin, but they made default at the first day; they shall not be essoined at the day which they have by the resummons, any more in this writ than one would be in an assise of Mortdancer. — *Trewith*. It is different in this from what it is in a writ of Mortdancer, for this writ is a writ of Right. — SCHARSHULLE. Although this be a writ of Right the same process shall be used in this writ as in an assise of Mortdancer. — Wherefore the parties were demanded, and they came: whereupon *Gayneford* said, for Richard, that one R. his predecessor was seised of the land, as frank-almoign of the church, in time of peace, &c., and aliened &c. — *Trewith*. The writ says, "summon those who hold so much land" and those who hold so much land when there is one tenant would serve for all; judgment of the writ. — And the writ was adjudged good &c. Wherefore he said over that the church of Fentone is a collegiate church for four priests and this Richard is their sovereign, and his style is archpriest, judgment of the writ; and if it be found that he is well described, we say that he has received our fealty, judgment &c.: and if it be found &c., we say that Robert, predecessor of this Richard, by the description of archpriest, with the assent of his brethren, by this deed which is here sealed with their common seal, leased the same tenements to those who are named as tenants, to hold for their lives, so it is their lay fee for term of their lives and not the frank-almoign of Richard for that time, ready &c. by the Jury. — *Gayneford*. Richard has taken his action on the seisin of Robert his predecessor because he alienated, which seisin you have admitted and also his alienation,

§ Ricard persone de leglise de Fentone porta le jure <sup>A.D. 1337.</sup>  
 de utrum vers plusurs par severals somons; et al primer <sup>Jure de</sup>  
 jour les tenantz firent defaute, par quei un resomons issist <sup>Utrum.</sup>  
 devers eux retornable a cesti jour; et ore les tenanz se  
 fount essoner. — *Gayn.* Lessone ne gist pas; qe a le  
 primer jour le tenanz pount aver essone, mes ils firent  
 defaute a primer jour; ils ne serrount pas essone a le  
 jour qils ount par resomons nient plus en cesti bref  
 qe homme serreit en assise de mort auncestre. — *Trew.*  
 Il est autre en cesti bref qil nest en un mort dauncestre,  
 qar cesti bref issi est un bref de droit. — *SCH.* Tut soit  
 ceo un bref de droit, meisme le proces se fra en cesti bref  
 qe en assise de mort dauncestre. — Par quei les parties  
 furent demaundez; et il vindrent; par quei *Geyn.* dit, pur  
 Ricard, qe un R. soun predecessour fut seisi de la terre  
 come fraunk almoigne de leglise en temps de pees &c.,  
 et aliena &c. — *Trew.* Le bref voet somonez ceux qe  
 tant de terre tenent, et ceux qe tant de terre tenent ou  
 un tenant serveroit as touz<sup>1</sup>; jugement de bref. Et le  
 bref fut agarde bon &c.; par quei il dit outre qe leglise  
 de Fentone est une eglise collegiate de iiij. prestres, et  
 cesti Ricard est lour sovereyn, et son noun est archi-  
 prestre, et nient nome archiprestre, jugement de bref; et  
 si trove soit qil est bien nome, nous dioms qil ad resceu  
 nostre feaute, jugement &c.: et si trove soit &c. nous  
 dioms qe Robert predecessour cesti Ricard, par noun  
 archiprestre, par assent de ses freres, par ceo fait qe  
 ci est enseale de lour comune seal, lessa meisme les  
 tenementz a ceux qe responent com tenantz, a tenir a  
 tout lour vies, issint est ceo lour layce pur terme de lour  
 vies, et ne mie le frank almoigne Ricard pur le temps,  
 prest &c. par la juree. — *Gayn.* Ricard ad pris sa accioun  
 de la seisine Robert son predecessour pur ceo qil aliena,  
 la quele seisine vous avez conu et auxint sa alienacioun,  
 par tant vous avez conu sa accioun; et apres ceo qe

<sup>1</sup> L.—serveroit par tut le bref.



A.D. 1337. and thereby you have acknowledged his action; and after the action is acknowledged by the party one shall not inquire of anything else; wherefore we demand judgment and pray seisin of the land.—**ALDEBURGH.** Even if he had openly acknowledged your action, as he has not, you shall not have our judgment to amortize the tenements without inquiring of your right.—*Gayneford.* Sir, we pray judgment upon the plea of the party, because he has acknowledged our action, although you may afterwards inquire ex officio.—*Trewith.* If you will have judgment on the acknowledgment, be at one with us as to what we have said.—*Stouford.* You have said that R., as archpriest, with the assent of his brethren alienated, and if it be found that this Richard should not be styled Archpriest but as he is named in this writ one shall inquire of nothing besides; for you have admitted that Richard alienated and that he had not power to alienate.—*Trewith.* Although he be not styled Archpriest and there be now no College in that church, it may be that there was a College when R. alienated and that he was styled Archpriest and that he had power to alienate with the assent of his brethren.—**HILLARY.** If the fact be so, you have mispleaded, for then you ought to have pleaded the entire fact, namely that his predecessor R., by the style of Archpriest, with the assent of his brethren, alienated: but now by your answer you have supposed that R. has that style of Archpriest and that there is now a College: wherefore it seems that if it be found that he has not the style of Archpriest one shall not inquire anything about the alienation by Robert, for the alienation is admitted on both sides &c.—**STONORE.** It is necessary to inquire of the whole on his plea, to wit whether R. be well named or not; and although he be well named, if he received his fealty: for although Robert had not power to alienate, yet by reason of the fealty Richard shall be barred for the whole of his life.—Wherefore he awarded the Jury on the whole of his plea &c.

accion de partie est conu homme nenquerra sur nul autre A.D. 1337.  
rien; pur quei nous demandons jugement et prioms seisin de terre.—*ALD.* Tut ust il overtement conu vostre accioun auxint come il nad pas, vous naverez pas jugement pur nous de amortir les tenementz sanz enquire de vostre droit.—*Gayn.* Sire, nous prioms jugement sur plee de la partie pur ceo qil ad conu nostre accioun coment qe vous enquerrez apres doffice.—*Trew.* Si vous voillez aver jugement sur conisance soiez a un ove nous de ceo qe nous avoms dit.—*Stouf.* Vous avez dit qe R. com archiprestre par assent de ses frers aliena, et sil soit trove qe cesti Ricard ne serra nome archiprestre eynz qil est nome en cesti bref, homme nenquerra nient plus outre; qar vous avez conu qe Robert aliena et qil navoit pas poair de aliener.—*Trew.* Tut ne soit il pas nome Archiprestre ne qil ni ad ore Collegion en cele eglise, il poet estre qil avoit collegion al temps qant R. aliena, et qil avoit a noun Archiprestre, et qil fut de poair daliener par assent des ses frers.—*HILLARY.* Si le fait soit tiel, vous avez mesplede, qe adonques vous dussez aver plede tut le fait, saver, qe R. son predecessour par noun de Archiprestre par assent des ses frers aliena; mais ore par vostre respons vous avez suppose qe R. pur tiel noun de Archiprestre, et qil i ad collegion a ore; par quei il semble qe sil soit trove qil nad pas a noun Archiprestre qe homme nenquerra nient sur lalienacion Robert, qe si lalienacion est conu del une part et del autre &c.—*STONORE.* Il covient enquerre tut sur son plee, saver, le quel R. soit bien nome ou noun; et tut soit il bien nome, sil eit resceu sa fealte, tut soit il qe Robert ne fut pas de poair de aliener, uncore par reson de fealte Ricard serra barre pur tote sa vie. Par quei il agarda la Juree sur tut son ple &c.

A.D. 1837. § John de Croxford sued a *Quid juris clamat* out of a note against Isabel Peverelle, which note stated that Gilbert the son of Stephen had granted that the manor of Wolward, which Isabel held for the whole of her life, of his inheritance, and which after her death ought to revert to him, should remain to John de Croxford and his heirs for ever. And this Isabel came into court by the "*quid juris clamat*," and she was asked what right she claimed in the same manor.—*Parning*. By this note we ought not to claim, for the note says that Gilbert the son of Stephen granted the reversion, and thereupon we say that the father of Gilbert was named R. fitz-Stephen, which Richard gave this same manor to Isabel and the heirs of her body begotten, wherefore by this note which supposes that Gilbert was named the son of Stephen we do not think that we ought to claim.—*Trewith*. Since you have claimed the fee, which is contrary to what the note supposes, it is sufficient for me to maintain that on the day of the acknowledgment she held for life of our cognizor, and I am ready to aver it; wherefore to nothing which she has pleaded over have I need to answer, since she has claimed another estate than what the note states.—*Parning*. Against you she has not claimed nor ought she to claim any estate, because the note is false, but she shows her estate to the Court, and by whose lease she holds; and even although she had no other estate than for term of life by lease from Richard the father of Gilbert, she should not be driven to claim nor to attorn by that note.—*ALDEBURGH*. Even if Gilbert, who granted that reversion, had nothing in that reversion, and you were to come by the "*quid juris clamat*" and to claim the fee, it would suffice for him to whom the reversion was granted to aver that Isabel on the day of the acknowledgment held for term of life of her cognizor; so in this case.—*Parning*. True, if Gilbert of whom they speak and this Gilbert of whom we speak were different

§ Johan de Croxford suyt un "quid juris clamat" <sup>A.D. 1387.</sup>  
 hors dune note vers Isabel Peverelle, la quele note vo- <sup>Quid juris</sup>  
 leit quod Gilbertus filius Stephani avoit grante qe le clamat.  
 manor de Wolward le quel Isabel tynt a tote sa vie  
 de son heritage, et le quel apres son deces a lui dust  
 revertir, remeindreit a J. de Croxford a lui et ses heirs  
 a toutz jours. E ceste Isabel vynt en Court par le  
 "quid juris clamat," et demande lui fuit quel dreit ele  
 clama en meisme le maner.—*Par.* A ceste note nous  
 ne devons clamer, qar la note voet quod Gilbertus filius  
 Stephani granta la reversion &c., et la dioms nous qe  
 le pere Gilbert avoit a noun R. le fitz-Stephine, le quel  
 Ricard dona meisme cest maner a Isabel a lui et a  
 ses heirs de son corps engendrez, par quei a ceste note  
 qe suppose qe G. avoit a noun filius Stephani nenten-  
 doms qe nous devons clamer.—*Trew.* Del hure qe vous  
 avez clame fee, qest a contrarie a ceo qe la note sup-  
 pose, il suffit a moi a meyntenir qele tint jour de la  
 conisance a terme de vie de nostre conisour, et sui jeo  
 prest daverer; par quei a nul rienz qele ad plede outre  
 jeo nay mester a respondre, del hure qele ad clame autre  
 estat qe la note ne voet.—*Parn.* Devers vous ele nad  
 clame nul estat, ne clamer ne doit, pur ceo qe la note  
 est faux; mes ele moustre son estat a la court, et de  
 qui lees ele tynt; et tut nust ele altre estat qe a terme  
 de vie de lees Ricard le pere G. ele ne serroit pas chace  
 de clamer ne dattourner par ceste note.—*ALD.* Tut nust  
 G. qad grante ceste reversion riens en la reversion, et  
 vous venisez par le "quid juris clamat" et clamassez  
 fee, il suffireit a celui a qi la reversion fut grante da-  
 verer qe Isabel tint jour de la conisance a terme de vie  
 de son conisour; auxint par decea.—*Parn.* Cest verite  
 si G. de qui ils parlent et celi G. de qui nous parloms

A.D. 1337. persons, then they would have the averment; but now we say that Gilbert who is called in the fine "filius " Stephani," is the same Gilbert whom we say to be the son of Richard fitz-Stephen who gave the manor to Isabel in fee tail; wherefore, on account of the mischief which would happen to us, we shall not be driven to attorn. — *Trewith*. If Gilbert who is called in the note the son of Stephen be the same person who you say is the son of Richard fitz-Stephen, even if he would be named in French "Gilbert le fitz-Estevyn," although the French be translated into Latin, still the reversion by his grant is devested out of his person if Isabel had only an estate for life, and this we are ready to aver: for if Gilbert, by the name mentioned in the note, had enfeoffed me of certain tenements in fee or made a release, my estate would be good against him and against his heirs; wherefore &c.—SCHARSHULLE. Perhaps you say truly as to a charter of feoffment and a release, and yet it is no proof in this case; for Gilbert himself would not have a plea to this; but here Isabel shall have a plea to this note which is false, for the mischief which may at some time happen; for if this Gilbert, after this acknowledgment made, had granted the reversion to another by the name of Gilbert the son of Richard fitz Stephen, he to whom the latest grant was made would have the reversion and not you; wherefore &c.—*Trewith*. Sir, not so; for it cannot be denied that his name was Gilbert fitz Stephen, and although the French be translated into Latin still his right ought not to demur; for when they call Robert fitz-Payn "Robertus filius " Pagani" still the fine will be good. And so it was asked if he were outlawed by such a name should he not thereby be attainted &c.; and so if he should be indicted by such a name should not one get to arraign him?—WILBY. If she ought to claim by this note we shall subject her to this mischief, that she shall claim by a note which is false without having an answer to this in

fussent diverses persones, donques il averieint laverement; A.D. 1337. mes ore nous dioms qe G. qest nome en la fin "filius" "Stephani," est meisme celi G. qe nous dioms estre le fitz Richard le fitz Estevyn qe dona le manoir a Isabel en fee taille; par quei pur le meschef qe avendroit a nous nous ne serroms pas chace dattourner.—*Trew.* Si G. quest nome en la note le fitz Estevyn soit meisme la persone qe vous dites estre le fitz Ricard le fitz Estevyn mais il serroit nome en Fraunceys G. le fitz Estevyn, coment qe la Franceys soit translate en Latyn, unqore reversion par son grant est destu hors de sa persone si Isabel navoit estat qe a terme de vie, et ceo sumes prest daverer; qe si G. par noun com la note voet moi ust enfeffe de certainz tenementz en fee ou fait un reles, mon estat serroit bon devers lui et devers ses heirs &c.; par quei &c.—*SCH.* Il pout estre qe vous ditez verite de chartre de feffement et de reles, uncore ceo ne prove pas a cest cas icy, qar G. meisme naverroit pas ple a ceo, mais ici Isabel avera ple a ceste note qest faux pur le meschef quautrefois avendra; qar si cesti G. apres ceste conissance trettee ust grante la reversion a un altre par noun G. filio Ricardi le fitz Estevyn, celi a qui le grant se fist de plus tardif averoit la reversion et mie vous, par quei &c.—*Trew.* Sire, il nest pas issint; qar il ne poet estre dedit qe son non ne soit G. fitz Estevyn, et coment qe le Francois soit translate en Latyn par tant ne doit son dreit demorer, qar lem nome R. le fitz Payn Roberti filii Pagani, et oncore serra la fin bon; et issint fut il dit qe tut fut il utlage par tiel noun, qil ne serroit pas par tant atteynt &c.; et auxint sil fust endite par tiel noun, homme ne irreit pas pur lui arreygner.—*WILBY.* Si ele deit clamer a cele note nous lui mettroms a tiel meschef, qele clamera a une note qest faux sanz aver

A.D. 1337. a plea.—STONORE. Fines are levied to make an end (of a dispute) between the parties, but we see clearly that although the fine be levied on this note a dispute may afterwards arise: wherefore this Court adjudges that Isabel go quit as to this note &c.

Replegiari. § One William complained that J. took his beasts.—*Parning*. J. avows this taking for the reason that William holds of him such and such tenements by homage fealty and escuage and by the services &c., of which services R. the father of J., whose heir he is, was seised by the hand of this same William as &c., and for the homage of this same William in arrear he avows &c.—*Gayneford*. He can not maintain this avowry for the homage; for we say that one G., of whom R. the father of J. purchased that lordship, by this deed, which is here, granted and confirmed to one Richard the tenant of the tenements, whose estate in the tenements William has, that he should hold the tenements to him and his heirs for ever, rendering to him 10s. by the year for all services, and we demand judgment if he can make avowry for any other service.—And he put forward the deed &c.—*Parning*. Since he does not deny the seisin of Robert the father of John, by the hand of this same William, of the homage and of the escuage, and we are altogether strangers on both sides to the deed which he puts forward, we can not have an answer to this; and besides, there is no deed of feoffment; wherefore you are not in the case of the Statute,<sup>1</sup> and we demand judgment and pray a return.—*Pole*. Every avowry ought to be maintained on the right and the possession, and in this case I oust you from a rightful avowry.—SCHARSHULLE. At common law if a man can maintain his seisin &c. he shall maintain his avowry in opposition to a deed which would discharge him; for one must discharge himself by another way: and in this case

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<sup>1</sup> Magna Charta, c. 10.

respons a ceo en ple.—*STONOR*. Fins sont levez pur A.D. 1337. faire fyn votre les parties; mes nous veioms bien qe sur ceste note coment qe la fyn se leve qe debat poet avenir apres; par quei ceste Court agarde qe Isabel voise a dieux qant a ceste note &c.

§ Un William se plaint qe J. prist ses avers.—*Replegiari*. *Parn*. J. avoe ceste prise pur la resoun qe William tent de lui tieux tenementz par homage fealte et escuage, et par les services &c., des queux services R. pere J., qi heir il est, fut seisi par my la mayn de cesti W. com &c., et pur le homage meisme cesti W. arere il awowe &c.—*Gayn*. Il ne poet pur homage cest avower meyntenir; qe nous dioms qun G., de qi R. pere J. purchacea ceste seigneurie, pur ceo fait qe ci est, granta et conferma a un Ricard tenant des tenementz, qi estat en les tenementz W. ad, qil tendroit les tenementz a lui et a ses heirs a toutz jours rendant a lui x. souz par an pur toutz services, et demandoms jugement sil poet pur altre service avower faire. E il mist avant fait &c.—*Parn*. Del hure qil ne dedit pas la seisine Robert pere Johan par my la mayn meisme cest W. del homage et del escuage, et al fait qil mette avant nous sumes tut estrange dune part et dautre, par quei nous ne poms aver respons a ceo; et ovesqe ceo il ni ad pas fait de feffement, par quei vous nestes pas en cas destatut, et nous demandoms jugement et prioms retourn.—*Pole*. Chesquon avower deit estre meyntenu en dreit et en possession, et en ceo cas jeo vous ouste de dreit avower &c.—*SCH*. A la comune ley si homme poet meyntenir sa seisine &c. il meyntenera savowere encontre un fait qe lui deschargast; qar homme lui covenait descharger



A.D. 1337. here you are not in the case of the Statute, because it is not a deed of feoffment; but if by chance J. were privy to this deed he would be driven to answer to this; and if you will demur in judgment we will hold the seisin of the homage not denied by you; wherefore &c.—*Pole* dared not demur, but he traversed the seisin of the homage &c.—And the other side said the contrary &c.

§ One W. brought his writ against R. and counted that whereas he held of him these tenements by homage &c., and he seized those tenements in name of wardship by reason of the non-age of R. and was seised of the wardship from such a day to such a day when the same R. being under age tortiously abated on the same tenements.—*Trewith.* Sir, he can not have an action; for H. the father of Robert, whose heir he is, held the same tenements of one Richard, father of W., whose heir he is, rendering to him several services and ploughings and other services, which Richard, by this deed which is here, released to H. the father the ploughings and other services, saving to him and his heirs 10s. of rent for all services; and we demand judgment if in opposition to the deed he can say that the tenements are holden of him by knight-service.—And he put forward the deed by which Richard had released to H. the services, namely the ploughings; and the deed said “saving to him the lordship in all “ things and the service of 10s. by the year.”—*STONORE.* If the tenements were previously held by knight-service, they are so still; for his seignory is saved “in all things,” and he released nothing but the ploughings: wherefore consider whether you will hold to this deed for your answer.—*Trew.* dared not, and took back the deed from the Court.

**Formedon.** § A writ of Formedon was brought against an infant under age.—*Trewith.* You have here the infant who tells you that J. his father and A. his mother held these tene-

par autre voi; et en ceo cas ci vous nestes pas en A.D. 1337. cas destatut, pur ceo qe ceo nest pas fait de feffement; mes par cas si J. fut prive a ceo fet il serroit chace de respondre a ceo; et si vous voillez demorer en jugement nous tendrons la seisine del homage a nient dedit de vous, par quei &c.—*Pole* nosa pas demorer, par quei il traversa la seisine del homage &c. Et alii e contra &c.

§ Un W. porta son bref vers R. et counta par la ou il tint de lui ceux tenementz par homage &c., et il seisi de ceux tenementz en noun de garde par resoun del nounage R., et seisi fut de la garde de tiel jour tanqe a tiel jour qe meisme cesti R. deynz age esteant en meisme les tenementz se abaty atort &c.—*Tr.* Sire, il ne poet accion avoir; qar H. pere Robert, qi heir il est, tint meisme les tenementz dun Ricard pere W., qi heir il est, rendant a lui plusurs services, saver arrures, et autres services, le quel Ricard, par ceo fait qe ci est, relessa a H. pere les arrures et autres services, salvant a lui et a ses heirs x. souz de rente pur touz services; et demandoms jugement si encontre le fait poet il dire qe les tenementz sont tenuz de lui par service de chivaler. Et mist avant le fait qe Ricard avoit relesse a H. les services, saver, arrures. Et le fait voleit qe Ricard avoit relesse a H. les services, saver, les arrures; et le fait voleit apres “salvo sibi” “dominio in omnibus et servicio de x. solidis per” “annum.”—*STONORE.* Si les tenementz furent tenuz avant par service de chivaler il sunt unqore, qar sa seignurie est salve “in omnibus,” et nul altre riens fors qe les arrures relessa; par quei avisez vous si vous voillez tenir a ceo fait pur respons.—*Trew.* nosa pas, et reprint le fait de la court &c.

§ Un bref de fourme doun fut porte vers un enfant deynz age.—*Trew.* Vous avez ci lenfant qe vous dit qe J. son pere et A. sa mere tindrent ceux tenementz

A.D. 1337. ments to them and the heirs of their bodies begotten, and they are dead, and this infant is issue in tail and is under age, and he prays his age.—*Pole*. You shall not have your age if you can not say that your father or your mother died seised and that you entered as heir after their deaths; and we say that he had the tenements in their lifetime by feoffment from them to him and his heirs for ever, so that if in their lives a writ had been brought against him he would have been driven to answer.—*Parning*. I think so truly, for it is different in law, because they are dead and he is heir: for although he came to the tenements by purchase, he may elect to claim the estate either as heir or as purchaser, for he shall be received to vouch as heir; and besides, if the tenements were holden by knight-service the chief lord would have the wardship &c. — *Pole*. It is given by Statute.<sup>1</sup>—*ALDEBURGH*. Although a father who has only a fee tail give the tenements to him who will be issue in tail, yet after the death of the father the issue will only have a fee tail.—*Pole*. It would be a wonder if he should have a fee simple during the life of his father and a fee tail after his death.—And afterwards his age was granted to him.—See a similar case in Easter term in the 4th year.

Annuity. § The writ said "that he render to him five robes " which are in arrear to him of an annual pension of " one robe." And he counted that he had been seised until five years before the purchase of the writ: and he put forward a specialty which stated that he had granted to him " an annual pension of one robe of the price of one " mark, or one mark by the year." And, from the date of the specialty, if he was seised of the robe for one year, five robes can not be in arrear before the purchase of the writ, wherefore he (the defendant) prayed judgment of the count. And because the plaintiff was a poor man and the

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<sup>1</sup> Magna Charta, 9 Hen. III. c. 3.

a eux et a les heirs de lour corps engendrez, et ils A.D. 1337. sount mortz, et cesti enfant est issu en la taille et est deynz age, et prie son age.—*Pole.* Vous naverez pas vostre age si vous ne purrez dire qe vostre pere ou vostre mere demorent<sup>1</sup> seisiz, et vous entrastez com heir apres lour deces; et nous dioms qil avoit les tenementz en lour vie de lour feffement a lui et a ses heirs as touz jours, issint qen lour vie si bref ust este porte vers lui il ust este chace a respondre.—*Par.* Jeo croi bien, qar il est autre en lei, pur ceo qil sount mortz et il heir; qar coment qil avint a les tenementz par purchas, il poet eslire de clamer estat com heir ou com purchasour, qar il serra resceu de vocher com heir; et ovesqe ceo si les tenementz furent tenuz par service de chivaler le chief seignur averoit la garde &c.—*Pole.* Cest done par estatut.—*ALD.* Coment qe le pere qe nad qe fee taille donne tenementz a celui qe serra issue en la taille en fee simple, apres le deces le pere lissue navera qe fee taille.—*Pole.* Ceo serroit grant merveille qil avereit fee simple en la vie son pere et fee taille apres son deces. Et apres son age lui fut grante. Vide simile Pasch. iiii<sup>to</sup>.

§ Le bref voleit "quod reddat ei v. robas quæ ei a Annuite. "retro sunt de annua pensione unius robæ"; et counta qil avoit este seisi tanqe a v. aunz devant le bref purchase; et il mist avant especialte qe voleit qil lui avoit grante "annuam pensionem unius robæ pretii "unius marcæ vel unam marcam per annum," et par la date del especialte si fut seisi de la robe dun an, v. robes ne poent estre arere avant le bref purchase, par [quei] il demanda jugement de count. Et pur ceo qe le pleintif fut povres homme, et la court mesme avoit

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<sup>1</sup> I. morerent.

A.D. 1337. Court itself had spoken the declaration, the defendant was driven to answer.—*Gayneford*. He demands five robes in arrear to him &c., and the specialty states that one robe of the price of one mark was granted to him or one mark by the year, so by the writ he demands a robe in certain and the specialty does not give him the robe in certain; wherefore we demand judgment of the writ.—*Stouford*. It is necessary for me to make a certain demand by the writ, although the defendant by payment of one may be absolved.—*Gayneford*. In an assise of Novel Disseisin in this case it is necessary to make the plaint in accordance with the specialty.—*HILLARY*. What of that? for that does not prove that in an assise of Novel Disseisin there shall not be a certain demand made by the writ, as there is in this writ: wherefore answer.—*Gayneford*. They can not have an action; for we say that the plaintiff himself by this deed granted that although we were bound to him in an annuity of one robe by the year or one mark, "for his service done and to be done to us," he wills and grants that if he do not remain in our service wholly, the deed shall be null and the annuity be extinct: and we tell you that he refused to do the services; wherefore we demand judgment.—*Stouford*. We demand an annuity which was granted to us by the deed which we have put forward, simply without doing any service, and the deed which you have put forward purports to extinguish an annuity granted to us for our service, so the deed which he has put forward does not extend to the annuity which we demand; wherefore we demand judgment if we have any need to answer that deed; and we pray judgment.—*HILLARY*. The deed which he has put forward extinguishes an annuity granted to you, wherefore we think that the deed goes to extinguish that annuity if you do not show that another annuity was granted to you; wherefore answer to this deed.—*Stouford*. Not our deed, ready &c.—And the other side said the contrary.

dit la demustrance, le defendant fut chace de respondre. A.D. 1337

—*Gayn.* Il demande v. robes qe arere lui furent &c., et lespecialte voet qune robe lui fut grante pretii dune mark ou une mark par an, issint par bref il demande robe en certain, et lespecialte ne lui donne pas la robe en certain, par quei nous demandoms jugement de bref.—*Stouf.* Par bref il moi covient faire ma demande en certain coment qe le defendant par payement dun soit assouth.—*Gayn.* En assise de novele disseisine en ceo cas il covient faire la plainte accordant al especialte.

—*HILLARY.* Qei de ceo? qar ceo ne prove pas qen assise de novele disseisine il ni avera pas certain demande compris en le bref com il y ad en cesti bref; par quei responez.—*Gain.* Ils ne pount accion aver, qar nous dioms qe le pleintif meisme par ceo fait granta qe tut soiemes nous tenuz a lui en une annuite dune robe par an ou dune mark "pro servicio suo" "nobis impenso et impendendo," il voet et grante qe sil ne demurge pas en nostre service en tut qe le fait soit nul et qe lannuite esteindra; et vous dioms qil refusa de faire les services, par quei nous demandoms jugement.—*Stouf.* Nous demandoms une annuite qele nous fut grante par le fait qe nous avoms mis avant, simplement, sanz nul service faire; et le fait qe vous avez mys avant sestent desteinde une annuite qe nous fut grante pur nostre service, issint nestent pas le fait qil ad mys avant al annuite; par quei nous demandoms jugement si a ceo fait eioms mester a respondre, et prioms jugement.—*HILLARY.* Le fait quel il ad mis avant esteint une annuite a vous grante, par quei nous entendoms qe le fait sestent a esteindre ceste annuite si vous ne mustrez qe autre annuite fut vous grante; par quei responez a ceo fait.—*Stouf.* Nient nostre fait, prest &c. Et alii e contra.

A.D. 1337. § H. brought his writ against R. for certain tenements saying "into which R. had not entry unless after the lease which one W. de F. late husband of Alice mother of H., whose heir he is, thereof made to one R., to whom she &c."—*Pole*. Whereas he brings this writ in the "post," we say that we make protestation that we do not admit the seisin of A., and we tell you that W. leased the tenements to R. and Joan his wife and one James, father of this same R., to hold to them and their heirs for ever; and James survived Richard and Joan; so that this R., against whom the writ is now brought, entered into those tenements after the death of James, as son and heir; so he can have a good writ in the "per"; judgment of the writ which is taken in the "post."—*Rokel*. Whereas you say that W. leased to R. and J. and James, we say that W. leased to Richard alone, ready &c.—*Parning*. Thereby you do not maintain this writ in the "post."—*HILLARY*. He can, by the degrees which you give him, with his degrees which he wishes to maintain, to wit that W. leased to R. alone, and you have admitted that James was seised by whom R. entered; wherefore it was fit that he should have a writ in the "post."—*Pole*. W. leased to R. and Joan and James, ready &c.—*Rokel*. He leased to R. alone &c.—And the issue was received.

Replevin. § One W. complained that Piers Hodyng tortiously took his beasts. — *Parning* avowed the taking in the same place &c. as in his several, damage fesant &c.—*Gayneford*. It is our common, ready &c.—*Parning*. How is it your common?—And he was driven by the Court to say how it was his common.—*Gayneford*. It is appendant to our freehold in the same vill; for we have two messuages and two carucates of land in the same vill to which common is appendant, and thus it is our common.—*Parning*. We say that all the land which he has in the same vill and also the soil where he claims common was in the time of King Henry in the seisin of one John

§ H. porta son bref vers R. des certainz tenementz, A.D. 1337. qe voleit en les queux R. navoit entre si noun pus le lees qe un W. de F., jadis baroun Alice mere H., qi heir il est, de ceo enfist a un R. a qi ele &c.—*Pole*. La ou il ad porte cesti bref en le post, la dioms nous qe nous fasoms protestacion qe nous ne conusoms pas la seisine A., et vous dioms qe W. lessa les tenementz a R. et a Johanne sa femme et a un James pere cesti R., a tenir a eux et a lour heirs a toutz jours; et James survesqi Ricard et Johanne, issint qe cesti R. vers qi le bref est ore porte entra en ceux tenementz apres la mort James com fitz et heir; issint poet il aver bon bref en le "per"<sup>1</sup>; jugement de bref qest pris en le "post."—*Rok*. La ou vous dites qe W. lessa a R. a J. et a James, la dioms nous qe W. lessa a Ricard soul, prest &c.—*Parn*. Par tant vous ne meyntenez pas ceste bref en le post.—*HILLARY*. Si poet par les degrez qe vous lui donez ovesqe ses degres qil voet meyntenir, saver, qe W. lessa a R. soul, et vous avez conu qe James fut seisi, par qi R. est entre; par quei il covient qil eit bref en le "post."—*Pole*. W. lessa a R. et a Johan[ne] et a James, prest &c.—*Rok*. Il lessa a R. soul &c. Et lissue fut resceu.

§ Un W. se plaint qe Piers Hodyng a tort prist ses Replegiari. avers.—*Parn*. avowa la prise en mesme le lieu &c. com en son several damage fesant &c.—*Gain*. Nostre comune, prest &c.—*Parn*. Coment vostre comune? Et il fut chace a dire par la court coment sa comune.—*Gayn*. Appendant a nostre franctenement en mesme la ville; qar nous avoms deus mies et deus carues de terre en mesme la ville a quei comune &c. est appendant, et issint nostre comune.—*Parn*. Nous dioms qe tote la terre qil ad en mesme la ville et auxint le soyl ou il cleyme la comune en temps le Roy H. fut

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<sup>1</sup> I. per et cui.



A.D. 1337. at which time the common could not be appendant, and we demand judgment if he can claim common appendant to that land.—*Gayneford*. We have claimed this common as appendant to our freehold, namely to the messuage and the land, wherefore answer to the common which we claim for the messuage.—*Parning*. Acknowledge then that the land to which you claim the common to be appendant and also the soil where you claim the common were in one hand in the time of King Henry, and then we will demur in judgment if you can claim common as appendant to the messuage.—*Trewith*. In this plea of taking of beasts I have no need to answer to this that both lands were in one hand, for I have supposed myself to be in, in the common; wherefore it is sufficient for me to allege that it is my common appendant to my freehold, and I am ready to aver it.—*HILLARY*. You ought to answer to this, whether they were both in one hand or not; for he understands that the common is [thereby] as much extinguished as it would be by a release.—*SCHARSHULLE*. This would be against the Statute of Merton<sup>1</sup> which states that whereas great lords enfeoff other persons of little holdings in their manors, they may approve, saving to their tenants sufficient common; and thereby it is supposed that although both lands be in one hand yet the common remains &c.—And to this nothing was said.—*HILLARY* asked if both lands were in one hand or not.—*Trewith*. Ready that they were not.—*Parning*. Ready that they were.—And the issue was received.—Afterwards *Trewith*. Answer then as to the common which we claim for the messuages.—*SCHARDELOWE*. This issue which shall be joined between you shall be to the whole; for in the plea we can not take divers issues.—*Trewith*. Sir, it is necessary that you should do so; for inasmuch as he has said that both were in one hand, although that should be found, yet nothing but the common appendant to the land would be extinguished, and the common appendant to the messuages has not been answered to:

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<sup>1</sup> 20 Hen. III. c. 4.

en la seisine un Johan, a quel temps comune ne poet A.D. 1337.  
estre appendant, et demandoms jugement sil purra a  
cele terre comune appendant clamer. — *Gain.* Nous  
avoms clame ceste comune com appendant a nostre  
fraunktenement, saver al mies et a la terre, par quei  
responez a la comune quel nous clamoms al mies.—  
*Parn.* Conisez donques qe la terre a quei vous clamez la  
comune estre appendant et auxint le soil ou vous clamez  
la comune fut en une meyn en temps le Roy H., et  
adonques nous demorroms en jugement si vous poetz al  
mies clamer comune appendant.—*Tr.* En ceo prise des  
avers jeo nay mester a respondre a ceo qe lune terre et  
lautre fut en une meyn: qe jeo mei suppose estre einz  
en la comune; par quei il me suffit dalleger qe cest  
ma comune appendant a mon franktenement, et sui  
jeo prest daverer.—*HILLARY.*<sup>1</sup> Vous devez respondre a  
ceo, le quel lun et lautre soit en une meyn ou noun;  
qar il entend qe<sup>2</sup> la comune est auxint avant esteint  
com ele serroit par reles.—*SCH.* Ceo serroit encontre  
lestatut de Mertone qe voet qe coment qe grantz  
seignurs enfeffent autres des petitz tenures en lour  
maners qils se puissent apprower, salve a les tenanz  
suffisant comune; et par tant il est suppose qe coment  
qe la une terre et lautre soit en une meyn qe la comune  
demorra &c. Et a ceo rienz ne fut dit.—*HILLARY*  
demanda si lune terre et lautre fut en une meyn ou  
neinie.—*Trew.* Prest qe noun.—*Parn.* Prest qe ci. Et  
lissue fut resceu. Postea *Trew.* Responez donques a la  
comune qe nous clamoms a les mies.—*SCH.* Cest issue  
qe serra joint entre vous serra a tut; qar en le ple  
nous ne poms pas prendre diverses issues.—*Trew.* Sire,  
il covient qe vous facez, qe par tant qil ad dit qe lun  
et lautre fut en une mayn, tut soit cella trove, unqore  
nest fors qe la comune appendant a la terre esteynt,  
et la comune appendant al mies est a nient respondu;

<sup>1</sup> I. ALDEBURGH.

| <sup>2</sup> I. qe par tant.

A.D. 1337. and if I can say that as to so much land you have released the common, and as to so much land that it is newly taken from the waste, and as to so much land that it is in the seisin of one hand, there are thus divers issues.—**HILLARY.** It is so; wherefore it is necessary to answer to the common which he claims as appendant to the messuages.—*Parning.* I think that by common law it can not be appendant to the messuages, for admeasurement can not be made.—*Trewith.* We say that we and those who have held these messuages have had common appendant to the messuages from time whereof memory runs not, ready &c. if he will deny it: or if he will demur in judgment of the Court if by common law it can be appendant to the messuages, then we pray that the Court will take the fact to be as we have said, namely that we and our ancestors who have held the messuages have been seised of the common as appendant to the messuages &c. from time &c.—*Parning.* You shall not be received to say that you were seised by reason of the messuages, nor is it a thing intendible by law; for whereas you are seised of the messuages and of the land and seised of the common, that seisin of the common shall be understood wholly by reason of the land and not at all by reason of the messuages.—*Trewith.* Your answer would amount to something if I had said that the messuages and the land had been always continually in one hand, and I have not said that, nor do you say it, but you have said the reverse, for you have said that one was seised of the land in the time of King Henry, and you have said that he was seised of the messuages &c.—*Parning.* The grandfather of W. was seised of the land and purchased the messuages in the time of King Henry, and never before was any one who held the messuage seised of the common, ready &c.—*Trewith.* Those who held the messuages have been seised as appendant &c. always; ready &c.—And the issue was received.

Dower.

§ Alice who was the wife of R. Boseville brought her writ of Dower against J. Earl of Richmond, and the

et si jeo puisse dire, qant a taunt de terre vous avez A.D. 1337. relese la comune et qant a tant de terre de novel frusche<sup>1</sup> de Wast, et qant a tant de terre par seisine en un mayn, et issint diverses issues.—*HILLARY*. Il est issi; par quei il covient respondre a la comune qe il cleyme com appendant al mies.—*Parn*. Jeo croi qe par lei comune ne poet estre appendant al mies, qar amesurement ne poet estre fait.—*Trew*. Nous dioms qe nous et ceux qe ount tenuz ceo mies unt eu comune appendant al mies de temps dount memorie ne court, prest &c. si le voet dedire, ou sil voet demorer en jugement de court si de lei comune poet estre appendant al mies, donques nous prioms qe la court tiegne le fait tiel com nous avoms dit, saver qe nous et nos auncestres qe ount tenuz le mies unt este seisis de la comune com appendant al mies &c., de temps &c.—*Parn*. Vous ne serrez pas resceu a dire seisi par reson del mies, ne il nest pas entendable chose de lay; qe la ou vous estes seisi del mies et de la terre et vous estes seisi de la comune, cele seisine de la comune serra tut entendu par resone de la terre et nul riens par resone del mies.—*Trew*. Vostre respons amounte-reit a ascune chose si jeo usse dit qe le mies et la terre unt tut temps continuelment este en une mayn, et jeo nay pas dit cella, ne vous le dites pas, eynz avez dit le revers qar<sup>2</sup> vous avez dit qun fut seisi de la terre en tens le Roi H. et vous avez dit qil fut seisi de les mies &c. — *Par*. Laiel W. fut seisi de la terre et purchasa le mies en temps le Roi H., et avant luy unques nul qe tint le mies fut seisi de la comune, prest &c.—*Trew*. Ceux qe tindrent le mies unt este seisi com appendant &c. de tut temps, prest &c. Et lissue resceu.

§ Alice qe fut la femme R. Boseville porta son bref Dower. de Dowere vers J. Counte de Richemond, et le bref voet

<sup>1</sup> L. prise.

<sup>2</sup> From here to the end of *Parn-ing's* speech is taken from L.

A.D. 1337. writ said, "Command John Earl of Richmond guardian  
 " of the lands and of the heir of William the son of  
 " Robert Boseville." — *Parning*. John Earl of Richmond is Duke of Brittany, which is a name of dignity, and he is not called Duke in this writ; judgment of the writ.—*Kelshulle*. Whether he be Duke of Brittany or not it cannot be averred in this land if we should choose to deny it; wherefore &c.: and besides, we are not demanding land against him which he holds by reason of his duchy; wherefore &c. — *Parning*. If a man should bring a writ against Edward Baliol, if he were not named in the writ King of Scotland the writ would abate: and besides, if you bring a writ against a Bishop who is an alien or an Abbat, if you do not name him Bishop the writ will abate.—*HILLARY*. Answer, we will not abate this writ. — *Parning*. Sir, we say that R., father of the infant, held the manor of the Earl by knight-service, and died in the homage of the Earl, and he seized the manor in the name of wardship by reason of the non-age of William son and heir of Robert, so that the marriage of the same William belonged to the Earl, and this Alice has eloigned him from him and detains him; wherefore the Earl has been and still is ready to render her dower to her if she will restore the infant to him; and we demand judgment if she ought to have her dower until she have restored the infant &c.—*Kelshulle*. Whereas he says that the infant's ancestor held the manor of F. of the Earl &c., we say that the infant's ancestor did not hold the manor of the Earl, ready &c., but of one H. de F.—And on this the parties had a day until the morrow; and then *Parning* said that the writ was abateable, for the writ supposes that the Earl was guardian of the land and of the heir of William the son of Robert Boseville, supposing that William was he who died tenant of the tenements, after whose death the Earl seized the land in name of wardship by reason of the non-age of his heir, whereas Robert was the last who died tenant of the same tenements, after whose death the Earl seized the

"Præcipe Johanni comiti Richmundiæ custodi terra- A.D. 1337.

"rum et heredis Willelmi le fitz Roberti Boseville."—

*Parn.* Johan Counte de Richemond est Duk de Bre-  
tagne, qest un noun de dignite, nient nome Duk en  
cesti bref, jugement de bref.—*Kels.* Le quel qil soit  
Duk de Bretagne ou noun il ne poet pas estre avere  
en cesti bref<sup>1</sup> si nous le voldroms dedire, par quei &c.;  
et ovesqe ceo nous ne demandoms pas terre devers lui  
la quele il tynt par reson de douche, par quei &c.—

*Parn.* Si homme vodra porter bref vers Edward Baillof  
sil ne fut nome en bref Rex Scotiæ le bref abatereit;  
et ovesqe ceo si vous portez un bref vers un Evesqe qest  
eslieu un Abbe,<sup>2</sup> si vous ne lui nomez Evesqe le bref  
abaterra.—*HILLARY.* Responez, nous ne voloms pas  
abatre cesti bref.—*Par.* Sire, nous dioms qe R. pere  
lenfaunt tynt le maner de F. del Counte par service  
de chivaler, et morust en le homage le Counte, et il  
seisi le maner en noun de garde par reson del non age  
W. fitz et heir R., issint qe le mariage mesme celui W.  
apertint al Counte, et ceste Alice lui ad esloigne de  
lui et lui detent, par quei le Counte ad este preste a  
rendre a lui son doer par ici quele lui rendi lenfaunt,  
et uncore est, et demandoms jugement si ele deive  
dowere aver tanqe ele eit rendu lenfaunt &c.—*Kelles.*  
La ou il dit qe launcestre lenfaunt tynt le maner de  
F. de Counte &c., la dioms nous qe launcestre lenfaunt  
ne tynt pas le maner de Counte, prest &c., eynez de  
un H. de F.—Et sur ceo les parties avoint jour tanqe  
lendemayn: et adonques *Parn.* vist<sup>3</sup> qe le bref fut abat-  
able, qe le bref suppose qe le Counte fut gardeyn de  
terre et del heir W. le fitz R. Boseville, supposant qe  
W. fut celui qe morust tenant des tenementz, apres qi  
mort le Counte seisist les terres en noun de garde par  
reson del nonage son heir, la ou R. fut drein qe morust  
tenant de mesme les tenementz, apres qui mort le  
Counte seisi les tenementz par reson del nounage W.

<sup>1</sup> L. and I. terre.

<sup>2</sup> L. and I. alien ou Abbe.

<sup>3</sup> L. and I. dist.

A.D. 1337. tenements by reason of the non-age of William son and heir of Robert ; wherefore we have said that Robert, the infant's father, held of the Earl the manor of F. by knight-service, and he has said that he did not hold the manor of the Earl but held it of one H. de F., and thereby she has acknowledged that Robert was the last tenant who died seised of the same tenements, after whose death the Earl seized the tenements in the name of wardship ; and by the writ she supposes that William the son of Robert was the last who died tenant of the same manor, so she has supposed what is contrary to that which she has supposed by her writ, and thereby has abated her writ, wherefore we demand judgment of this writ.—*Stouford*. You have pleaded to our action, wherefore you shall not resort now to plead in abatement of the writ.—*Parning*. I can abate the writ from your own acknowledgment in any stage of the plea.—*Stouford*. I have rejoined nothing to you except that the infant's ancestor did not hold the manor of F. of the Earl, and this can be no other ancestor than his father, and by my writ I do not suppose that W. was the father of the infant by whose non-age the Earl claims the wardship, but was his ancestor.—*Parning*. I offered to aver that R., the infant's father, held the manor of F. of the Earl by knight-service and died in his homage, and you offered to aver that he did not, but that he held the same manor at the time of his death of H. de F., and thereby you departed from your writ, which says that W. was the last who died tenant of the same manor, so you have abated your writ ; we demand judgment &c.—*Stouford*. I have not admitted that W. was the infant's father, and you have pleaded to our action and thereby have affirmed our writ to be good ; wherefore you shall not get to abate this writ.—**HIL-LARY**. By your rejoinder you have supposed that Robert died the last tenant of the same tenements, and that is contrary to your writ, for your writ supposes

fitz et heir R., par quei nous avoms dit qe R. pere A.D. 1337. lenfaunt tint de Counte le maner de F. par service de chivaler, et il ad dit qil ne tynt pas le maner de Counte eynz dun H. de F., et par tant ad ele conu qe Robert fut le drein tenant qe morust seisi de mesme les tenementz, apres qui mort le Counte seisi les tenementz en noun de garde, et par bref ele suppose qe W. le fitz R. fut le drein qe morust tenant de mesme le maner, issint ad ele suppose qest en contreire qe ele suppose par son bref, et par tant ad abatu son bref, par quei nous demandoms jugement de ceo bref.—*Stouf.* Vous avez plede a nostre accion, par quei vous ne resorterez mie ore a pleder en abatement de bref.—*Parn.* De vostre conisance demene jeo puisse abatre le bref en chesqun lieu de plee.—*Stouf.* Je nai rienz rejoint a vous fors qe launcestre lenfaunt ne tynt pas le maner de F. de Counte, et ceo ne poet estre autre auncestre qe son pere, et par mon bref jeo ne suppose pas qe W. fut le pere lenfaunt par qi noun[age] le Counte cleyme la garde estre<sup>1</sup> son auncestre.—*Parn.* Jeo tendi daverer qe R. pere lenfant tint le maner de F. del Counte par service de chivaler et morust en son homage, et vous tendistes daverer qe noun, eynz il tynt mesme le maner al temps de son moriaunt de H. de F., et par tant vous departistes de vostre bref qe voet qe W. fut le drein qe morust tenant de mesme le maner, issint avez abatu vostre bref; demandoms jugement &c.—*Stouf.* Jeo nai pas conu qe W. fut le pere lenfaunt, et vous avez plede a nostre accion et par tant afferme le bref bon; par quei vous navendrez pas de abatre cesti bref.—*HILLARY.* Par vostre rejoindre vous avez suppose qe R. morust le drein tenaunt de mesme les tenementz, et cest a contrarie de vostre bref, qar

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<sup>1</sup> L. and I. einz.



A.D. 1337. that William was the last who died tenant of the same tenements, and so you have abated your writ; and though he could not abate your writ because he has answered to your action, still you cannot recover dower of any other tenements except those which the Earl held in ward after the death of him who last died seised of the same tenements according to what your writ supposes; and as to this the Earl says that he did not hold any tenements in ward after the death of W.; wherefore although this writ should stand, Alice would recover nothing &c.—Wherefore Alice was nonsuited.

Formedon  
in the re-  
mainder.

§ William brought a writ of Formedon in the remainder against R., and demanded certain tenements, and counted by *Gayneford* that one Richard gave the same tenements to Walter son of W. for his life, and that after his death the tenements should remain to Walter son of Arnulf and the heirs of his body begotten, and that if he died without heir the tenements should remain to this William as nearest heir and brother of Walter son of Arnulf, to hold to him and his heirs for ever. And he said that by that gift Walter son of W. was seised as of freehold in time of peace &c., and alleged the taking of the esplees as of freehold; and the writ said “which Richard gave to Walter son of Walter for his life, so that after the death of the said Walter the said tenements should remain to Walter son of Arnulph and the heirs of his body; and if the said Walter son of Arnulph should die without heir of his body, that the said tenements should remain to the next brother of the said Walter son of Arnulph to him and his heirs for ever; and which after the deaths of Walter son of Walter and Walter son of Arnulph ought by the form of the said gift to remain to William the next brother of the said Walter son of Arnulph, because the said Walter son of Arnulph died without heir of his body.”—*Parning*. Sir, you see

vostre bref suppose qe W. fut le drein qe morust te- A.D. 1337.  
nant de mesme les tenementz, et issint avez abatu  
vostre bref; et tut ne pout il abatre vostre bref pur  
ceo qil ad respondu a vostre accioun, unqore vous ne  
poez recoverer dower daltres tenementz forsqe de ceux  
qe le Counte tint en noun de garde apres la mort celi  
qe dust drein morer seisi de mesme les tenementz so-  
lom ceo qe le bref suppose; et a ceo qe le Counte dist  
qil ne tynt nuls tenementz en garde apres la mort W.;  
par quei tut estoit cesti bref, A. ne recovereit riens &c.  
—Par quei A. fut noun suy.

§ William porta bref de fourme doun en le re- Fourme  
meindre vers R., et demanda certains tenementz, et doun en le  
counta par *Gain*. qun Ricard dona mesme les tene- remeindre.  
mentz a Wauter le fitz W. a tote sa vie, et apres son  
deces qe les tenementz remeindreint a Wauter le fitz  
Arnulf a lui et a ses heirs de son corps engendrez, et  
sil deviaist sanz heir, qe les tenementz remeindreint a  
cesti W. com a plus proschein heir frere Wauter le  
fitz Arnulf, a tenir a lui et as ses heirs as toutz jours;  
et dit qe par quel doun Wauter le fitz W. fut seisi  
com de franktenement en temps de pees &c. et lya  
lesplees com de franktenement; et le bref voleit "quæ  
" Ricardus dedit Waltero filio Walteri ad totam vitam  
" suam, ita quod post mortem predicti Walteri tene-  
" menta predicta remaneant Waltero filio Arnulphi et  
" heredibus de corpore suo exeuntibus; et si idem  
" Walterus filius Arnulphi obierit sine herede de cor-  
" pore suo exeunte, quod predicta tenementa remaneant  
" propinquiore fratri ipsius Walteri filii Arnulphi sibi  
" et heredibus suis in perpetuum. Et quæ post mor-  
" tem predictorum Walteri filii Walteri et W. filii Ar-  
" nulphi prefato Willelmo propinquiore fratri predicti  
" W. filii Arnulphi remanere debent per formam dona-  
" tionis predictæ, eo quod predictus W. filius Arnulphi  
" obierat sine herede de corpore suo exeunte."—*Parn.*  
Q 988.

A.D. 1337. clearly how he here demands a fee simple in remainder by this writ, and by his count he has not fixed the esplees in the possession of any one who had such a right as he intends to recover, but only in the person of him who had only an estate for life, wherefore we demand judgment of this count.—*Trewith*. In a writ of Formedon in the descender and in Formedon in the remainder in counting one shall fix the esplees in the person of him to whom the gift was made, whatever estate he had by the gift, and not in the person of the donor, for upon the estate of the donor issue of the plea can not be taken, but the issue shall be whether he gave or not; and I have seen before now that one has been blamed because in such a writ he fixed the esplees in the person of the donor; wherefore I shall make no other count until the Court adjudge this to be bad. — *Parning*. And I will not abandon my challenge; for I wish to learn what is the law, namely whether the count shall be adjudged good or bad. — *SCHARSHULLE*. There is good and there is better; therefore it is well that you should pass the count.—*Parning*. If he will hold to this count I will not abandon my challenge, but I will willingly permit him to amend his count if he please.—*Gayneford* amended his count, and fixed the esplees in the person of the donor.—*Parning*. Judgment of the writ which says “to William the next brother of the said Walter son of Arnulph ought to remain,” and he does not show by the writ how he is nearest heir and brother of Walter, judgment of the writ; and if there were no brother, then he can not say that he is the nearest brother: he ought to show by the writ and by his count how he is the nearest; judgment &c.—*Trewith*. This is to our action; wherefore, will you have this for an answer?—*Parning*. Say what you will, I am avowed. — *Trewith*. I have taken my writ according as by the words of the specialty the remainder is limited to me, which form he does not

Sire, vous veez bien coment il demande ci fee simple A.D. 1337. par cesti bref en le remeindre, et en son counte il nad pas lie les esplees en nully possession qe avoit tiel dreit com il est a recoverer, eynz soulement en la persone celui qe navoit estat qe a terme de vie, par quei nous demandoms jugement de ceo count.—*Trew.* En un bref de fourme doun en le descendre et en le remeindre en count countant homme liera les esplees en la persone celui a qui le doun se fist, quel estat qil avoit par le doun, et ne mie en la persone le donour; qar sur lestat le donour issue de ple ne se poet prendre, eynz lissue serra le quel il dona ou noun; et jai vew avant ces hures qe homme ad este blame pur ceo qen tiel bref il lya les esplees en la persone le donour, par quei jeo ne counterai nul altre count tanqe cesti court agarde malveys.—*Parn.* Et jeo ne voille pas lesser mon chalange; qar jeo voel aprendre la ley, saver, le quel le count serra agarde bon ou malveis.—*Sch.* Il y ad bon et meillour, par quei il est bon qe vous passez le count.—*Parn.* Sil voet tenir a ceo count jeo ne voille pas lesser mon chalange, mais jeo voil bien soefrer qil amende son count sil voudra &c.—*Gain.* amenda son count, lia les esplez en la persone le donour.—*Parn.* Jugement de bref qe voet Willelmo propinquiore fratri ipsius W. filii Arnulphi remanere doit, et il ne mustre pas par bref coment il est plus prochein heir frere W., jugement de bref; et sil ni ad nul frere donqe ne poet il pas dire qil est plus prochein frere; il deit mustrer par bref et par counte coment il est plus prochein, jugement &c.—*Trew.* Cest a nostre accioun; par quei volez ceo pur respons?—*Parn.* Dites ceo qe vous voudrez, jeo su avowe.—*Trew.* Solonc ceo qe par paroules en lespecialte le remeindre mest taille jai pris mon bref, la quele forme il ne dedit pas; par

A.D. 1337. deny; wherefore we demand judgment and pray seisin of the land.—And upon this a day was given over.

Præcipe  
quod  
reddat.

§ Joan who was the wife of W. de L. brought her writ against one Amy and Robert de L. and Agnes his wife, supposing that they were tenants in common, and made her demand, as to part of the tenements for a half, and as to part for a third part. And Amy came by attorney, and Robert and Agnes came by guardian because they were under age.—*Trewith*. Whereas she supposes by her writ that the three are tenants in common of the freehold, we say that W. the father of R., whose heir he is, held part of the tenements whereof she demands her dower of R. de F. by knight-service, and died in his homage; wherefore after the death of W., Richard de F. seized these tenements in name of wardship by reason of the non-age of this R. who is now named in the writ, and leased the said wardship to this Amy, and the freehold thereof is in Robert alone, so that this writ should be brought against Amy, and she should be called guardian; judgment of this writ.—*Parning*. What do Robert and Agnes his wife answer?—*Trewith*. Robert and Agnes tell you that they hold in common all the remainder except that which Amy holds in ward, and they plead the same plea as Amy has pleaded in abatement.—*Parning*. Amy holds nothing in ward of what we demand or of the tenements put in view, ready &c.; and since I have supposed by my writ that all are tenants of the freehold and Amy has disclaimed in the freehold, and the others have said that they hold all in common except what is holden in ward, and I will aver that nothing of what I demand is holden in ward, and he does not answer, therefore we demand judgment and we pray our dower.—*Trewith*. Amy has not disclaimed in the tenancy but has claimed a tenancy in the wardship, against whom a writ of Dower lies, and against none other, and by a "præcipe" brought against her alone, and by another

quei nous demandoms jugement, et prioms seisine de A.D. 1337. terre.—Et sur ceo jour fut done outre.

§ Johane qe fut la femme W. de L. porta son bref <sup>Præcipe</sup> vers une Amie et Robert de L. et Agnes sa femme, <sup>quod</sup> supposant qils furent tenantz en comune, et fist sa <sup>reddat.</sup> demande de partie des tenementz par moite, partie par tierce partie; et Amie vynt par attorne, et Robert et Agnes vindrent par gardeyn pur ceo qils furent deynz age.—*Trew.* La ou ele suppose par son bref qe les treis sount tenantz de franktenement en comune, la dioms nous qe W. pere R., qi heir il est, tynt partie des tenementz dount ele demande son dower de R. de F. par service de chivaler, et morust en son homage, par quei apres la mort W., Ricard de F. seisit ceux tenementz en noun de garde par reson del nounage cesti R. qest ore nome en le bref, et mesme la garde lessa a ceste Amie et le franktenement de ceo a Robert soul, issint qe ceo bref serroit porte vers Amye et serroit nome gardeyn; jugement de cesti bref.—*Parn.* Qei responnet R. et A. sa femme?—*Trew.* R. et Agnes vous diunt qils tenent en comune tut le remenaunt forspris ceo qe Amye tynt en garde, et mesme le ple pledent com Amie ad plede en abatement.—*Parn.* De nostre demande ne des tenementz mys en vew Amie tynt riens en garde, prest &c.; et del hure qe jeo ai suppose par mon bref toutz estre tenantz de franktenement, et Amie ad desclame en le franktenement, et les autres unt dit qils tenent tut en comune forspris ceo qest tenuz en garde, et jeo voil averer qe de ma demande riens est tenuz en garde, et il ne respond pas, par quei nous demandoms jugement et prioms nostre dower.—*Trew.* Amie nad pas desclame en la tenance, eynz ad clame tenance en garde, devers qi bref de dower gist et vers nul autre, et par un præcipe porte vers lui

A.D. 1337. "præcipe" brought against the others for the remainder.

—SCHARSHULLE. By her writ she supposes Amy to be tenant in common with the others of the freehold, and not guardian; and so she disclaims in the freehold which is supposed by the writ to be in her person; and although the others do not wholly hold the freehold, still to this writ of Dower they shall answer as to what they hold; for non-tenure does not abate a writ of Dower except for the portion.—*Trewith*. This is not non-tenure, but I show a several tenancy in the person of Amy; so that one "præcipe" should be brought against her singly, and another be brought against the others &c. I know well that if another writ had been brought against Robert and Agnes alone for these tenements and I had said that R. was sole tenant as to part of the freehold, and that as to the remainder Robert and Agnes held in common, it would be necessary for the demandant to maintain her writ, namely that they hold in common according as her writ supposes; for if he accept any plea of the one party after him, he will abate his own writ; and so much have I shown here.—SCHARSHULLE. Why did not you plead in that manner, without saying anything of the tenancy of Amy &c. ?—*Trew*. Sir, I should have pleaded wrongly then, for then Amy would have lost her tenancy on another's plea, whereas she has such a tenancy that such a writ lies against her.—SCHARDELOWE. It would not be such a writ if she were named guardian; wherefore answer for Robert and Agnes.—*Trewith*. She makes her demand, as to part, for a moiety, which is against common right; let her make herself answerable for this, and show the cause of her demand.—*Parning* said that the tenements were held in socage, and that by the custom of the county, ladies were dowable of a moiety.—And afterwards some of the Justices were of opinion that the writ should abate: wherefore *Trewith*, seeing the opinion of the Court, answered and demanded judgment of the writ, as above.—*Parning*. You shall not get to that;

soul, et par un altre porte vers les autres de remenant. A.D. 1337.

—SCH. Par son bref il suppose Amie estre tenant en comune ove les autres de franktenement, et ne mie gardeyn, et issint desclame ele en le franktenement quel est suppose par le bref en sa persone; et coment qe les autres ne tenent pas entierment le franktenement, unqore a cesti bref de dower il respondrent a ceo qil tenent; qe nountenure nabate pas bref de dower forsque pur la porcion.—*Trew.* Ceo nest pas nountenure, eynz jeo mustre several tenance en la persone Amie, qun præcipe serra porte vers lui soul et un altre porte vers les autres &c.; jeo say bien si un autre bref ust este porte vers R. et Agnes soulement de ceux tenementz et jeo usse dit qe R. fut soul tenant qant a partie de franktenement et qant a remenant R. et Agnes tenent en comune il covenist qe le demandant meynteneit son bref, saver, qils tenent en comune solonc ceo qe son bref suppose; qar sil accepte nul ple de la une partie apres lui, il abatera son bref demene, et tant ai jeo mustre ci.—SCH. Pur quei nussez vous plede issi par la manere sanz aver parle rienz de la tenance Amie &c.?  
—*Trew.* Sire, jeo usse mesplede adonques, qar donques ust Amie perdu sa tenance sour altri ple la ou ele ad tiele tenance qe tiel bref devers lui gise.—SCH. Ne mie tiel bref si ele soit nome gardeyn; par quei responez pur R. et Agnes.—*Trew.* Ele fait sa demande de partie par moite, qest encountre comune dreit; face responsable de ceo et mustre cause de sa demande.—*Parn.* dit qe les tenementz furent tenutz en sokage, et par usage de counte dames sont dowables de la moite.—Et apres asquns des Justices furent en oppinion qe le bref abate-reit; par quei *Trew.* vist loppinion de court, par quei il respondi et demanda jugement de bref ut supra.—*Parn.* Vous navendrez pas, qe vous avez plede plus



A.D. 1337. for you have pleaded higher, because you have said that we were answerable, and thereby you have affirmed the writ as good.—*Trewith*. I vouch the record of the roll that it was not of my own accord but by advice of the Court.—And upon this a day was given over at the prayer of the demandant, without entering anything on the roll &c. See more in Trinity term.

Præcipe  
quod  
reddat.

§ William brought his writ against Robert by one "præcipe" and against Richard by another "præcipe," and demanded certain tenements. Robert and Richard made default after default; wherefore *Pole*, for the demandant, prayed seisin of the land.—*Power*. You ought not to have seisin of the land; for you have here H. de F. who is an infant under age, and he says that the tenants have nothing except for term of life, the reversion regardant to him, and he prays to be received &c.—*Pole*. Say how the reversion belongs to you.—*Power* said, as to the tenements which Robert holds, that J. de F. and A. his wife held those tenements in fee tail to them and the heirs of their two bodies, who leased the same tenements to that Robert for the term of his life, saving the reversion to them and the heirs of their two bodies begotten, and they are dead and this H. is their issue and heir in tail, and so the reversion belongs to him.—*Pole* now offered to aver that J. alone leased the tenements to R. for the term of his life, saving the reversion to him and his heirs; and (said he) we tell you that J. had an elder son than this H. is, who has issue living, wherefore we demand judgment if this one shall be received.—*Trewith*. We pray to be received as heir in the entail, because J. had only a fee tail, and on his lease of the freehold the fee and the right by the entail remained to him, and that right belongs to H. who is issue in tail &c.—*Pole*. Right according to the entail does not remain in action except where the entail is continued; but here the entail is discontinued &c.—

haut, pur ceo qe vous avez dit qe nous fussoms re- A.D. 1337.  
sponable, et par tant le bref afferme bon.—*Trew.* Jeo  
voche record des Roules qe ceo ne fut pas de moi  
mesme eynz par avisement de court. Et sur ceo jour  
fut done oltre prece petentis sanz riens entrer en roule  
&c. Vide plus in termino Trinitatis.

§ William porta son bref vers Robert par un præ- Præcipe  
cipe et vers Ricard par un altre præcipe, et demanda <sup>quod</sup>  
certains tenementz. Robert et R. firent defaute apres <sup>reddat.</sup>  
defaute; par quei *Pole*, pur le demandant, pria seisine  
de terre.—*Power.* Vous ne devez seisine de terre aver;  
qar vous avez ci H. de F. qest un enfaunt deynz age,  
et dit qe les tenantz nount riens qa terme de vie, la  
reversion regardant a lui, et prie destre resceu &c.—  
*Pole.* Dites coment la reversion est a vous.—*Power*  
dit, qant as tenementz qe Robert tint, qe J. de F. et  
A. sa femme tindrent ceux tenementz en fee taille a  
eux et a les heirs de lour deus corps issanz, les queux  
lessèrent mesme les tenementz a celi Robert a terme  
de sa vie, salvant la reversion a eux et a les heirs de  
lour deus corps engendrez et ils sunt mortz, et cesti  
H. est issu entre eux et heir en la taille, issint est la  
reversion a lui.—*Pole* maintenant tendi daverer qe J.  
soul lessa les tenementz a R. a terme de sa vie, sal-  
vant la reversion a lui et a ses heirs, et vous dioms  
qe J. avoit un eisne fitz qe cesti H. nest, le quel ad  
issue en plein vie, par quei nous demandoms jugement  
si cesti serra resceu.—*Trew.* Nous prioms de estre res-  
ceu com heir en la taille, pur ceo qe J. navoit qe fee  
taille, et sur son lees de frank tenement fee et dreit  
par la taille lui demora, et cel dreit est a H. qest  
issue en la taille &c.—*Pole.* Dreit solonc la taille ne  
demort pas fors qen accion en cas ou la taille est con-  
tinue, mes icy la taille est discontinue &c.—Vide de

A.D. 1337. See on this subject above in Michaelmas term in the fifth year, in a writ of Formedon by J. son of Adam of Rippinghale. — And as to Richard's tenancy, *Power* showed how the reversion belonged to Henry; for he said that the same tenements were parcel of the manor of F. which was in the seisin of one Beatrice, which Beatrice had leased the same tenements to this same Richard for the term of his life, saving the reversion to her and her heirs, and afterwards Beatrice, by fine levied, granted and rendered the same manor to J., father of H., and to A. his wife in fee tail &c., on which grant Richard attorned to John and Alice; and so the reversion belongs to him &c.—*Pole*. The grant of a reversion lies in specialty; wherefore show what you have to prove the grant.—*Power* put forward a part of that fine &c.—*Pole*. What he puts forward is not of record.—*HILLARY*. He has put forward that which ought to remain with him, and if you are willing to deny the fine he will vouch it at his peril &c.—And afterwards *Pole* offered to aver that Richard held by lease from John and not by lease from Beatrice, ready &c.—And on this a day was given over to see whether the averment was admissible or not.

Dower. § In a writ of Dower the tenant vouched to warranty an infant under age, out of any wardship, who came and said, by *Parning*, Whereas he vouches him as one out of any wardship, we say that his body and his lands are in the wardship of one R. de F.; judgment of this voucher.—*Pole*. He is not in his wardship, ready &c.—And the other said the contrary.—The woman demandant prayed dower immediately: and it was said by the Court that she shall not have it, because one did not know whether she should recover against the tenant or against the infant who was vouched, who was the heir of her husband.—*Quære*, if it be found that the infant is out of ward, whether the woman shall have dower immediately

ista materia supra Michaelis v<sup>to</sup> en un bref de fourme A.D. 1337. doun qe J. le fitz Adam de Rippinghale. Et qant a la tenance Ricard, *Power* moustra coment la reversion fut a Henri; qar il dit qe mesme les tenementz furent parcel de maner de F. qe fut en la seisine une Beatrice, la quele B. avoit lesse mesme les tenementz a mesme cesti Ricard a terme de sa vie, salvant la reversion a lui et a ses heirs, et apres B. granta par fin leve et rendi mesme le maner a J. pere H. et a A. sa femme en fee taille &c., par quel grant Ricard attorna a Johan et a Alice; issint est la reversion a lui &c.—*Pole*. Grant de reversion chiet en especialte; par quei mustrez ceo qe vous avez del grant.—*Power* mist avant partie de cele fin &c.—*Pole*. Ceo qil mette avant nest pas de record.—*HILLARY*. Il ad mys avant ceo qe deit demorer vers lui, et si voillez dedire la fin il le vouchera a son peril &c. Et apres *Pole* tendi daverer qe Ricard tint de lees Johan et ne mie del lees Beatrice, prest &c. Et sur ceo jour fut done outre le quel laverement soit acceptable ou noun.

§ En bref de doer le tenant vocha a garrantie un *Dower*. enfant deyns age hors de chesqun garde, qe vynt ore et dit par *Parn.*, Ou il voche lui com celui qe fut hors de chesqune garde, nous dioms qe son corps et ses terres sont en la garde un R. de F., jugement de cesti vocher.—*Pole*. Il nest pas en sa garde, prest &c.: et lautre e contra.—La femme demandant pria doer meyn-tenant; et dit fut par la court qele navera pas, pur ceo qe lem ne savoit pas le quele ele recovereit vers le tenant ou vers lenfant qe fut voche qe fut le heir son baron. Quære si trove seit qil est hors de garde

A.D. 1337. against him, or whether he shall have anything against the woman.

§ Note; a writ was brought against a man and his wife in the county of Cambridge, and the husband came now and the wife made default, wherefore *Pole*, for the plaintiff, prayed the assise, on the default of the wife.—*Parning*. You ought not to have the assise, for you and others in such a place in the County of Kent forcibly took away his wife from him and still detain her at such a place in the same county, so that she cannot come, ready &c.—*Pole*. We say that ever since the purchase of this writ she has been at large at Trumpton in the County of Cambridge and under her own government, ready &c.—*Parning*. The plea comes from us, and we have alleged the ravishment in the county of Kent, wherefore a jury should come from that county.—*HILLARY*. That is true; we dare not do otherwise, because of the case of the assise of Wygham which was reversed.—And he ordered a jury to come from the county of Kent.—*Pole* prayed the “*nisi prius*.”—*HILLARY*. You shall not have it, for at the day which the jurors have by the “*venire facias*,” they may be absent without damage.—*Pole*. Although you do not grant it in other writs where the tenant may be essoined, there is another cause here because the defendants can not be essoined.—Nevertheless the Court would not grant a “*nisi prius*,” wherefore a day was given over to the Quinzein of Trinity.

Dower.

§ Robert and Alice his wife brought a writ of Dower against William, of the endowment of Roger the first husband of Alice, and they made their demand of the third part of three messuages 20 acres of land and 10s. of rent.—*Parning*. W. tells you that of what they demand he holds only one messuage, and of that Alice ought not to have dower; for we say that William holds that messuage of one J. Welle, chaplain, by homage, fealty &c. and by the service of 20s. by the year, which J. granted the same services to Roger the first husband

si la femme avera maintenant son doer devers lui ou A.D. 1337. qil avera riens<sup>1</sup> vers la femme.

§ Nota un bref fut porte vers un homme et sa femme en le counte de Cauntebrigge, et le baron vynt a ore et la femme fist defaute, par quei *Pole*, pur le pleintif, pria lassise par la defaute la femme.—*Parn.* Vous ne devez lassise avoir, qe vous et autres en tiel lieu en le counte de Kent ravistez sa femme de lui et uncore la detenez a tiel lieu en mesme le counte, issint qe ele ne poet venir, prest &c.—*Pole.* Nous dioms qe tut temps pus cesti bref purchace ele a este a large a Trumpton en le counte de Cantebrigge meuable a sa volunte demene, prest &c.—*Parn.* Le plee vynt de nous, et nous avoms allegge le ravir en le counte de Kent, par quei pays vendreit de cele counte.—*HILLARY.* Ceste verite, qe nous ne osoms autrement faire, pur lassise de Wygham qe fut reverse. Et comanda de suire de faire venir pays de Kent.—*Pole*<sup>2</sup> pria le nisi prius.—*HILLARY.* Vous nel averez pas, qar al jour qe les jurours ont par le "venire facias" il pout absenter sanz damage.—*Pole.* Tot nel grantez pas par<sup>3</sup> altres briefs la ou tenant poet estre essone, il y ad autre cause ci, pur ceo qe les defendants ne pount estre essone.—Nepurquant la court ne voleit pas granter un "nisi prius," par quei jour fut done outre a la Quinzeine de la Trinite.

§ Robert et Alice sa femme porterent un bref de Dower. dower vers William del dowement Roger primer baron Alice, et fesoient lour demande de la terce partie de treis mies, xx. acres de terre et x. souz de rente.—*Parn.* W. vous dit qil ne tint de lour demande forsque un mies et de ceo A. ne doit doer aver; qar nous dioms qe William tint cel mies dun J. Welle chapelain par homage feaute &c. et par les services de xx. souz par an, le quel J. granta mesme les services a Roger

<sup>1</sup> I. respons.

<sup>2</sup> T. omits from this point to the word "damage."

<sup>3</sup> I. en.

A.D. 1337. of Alice and to Alice and the heirs of their two bodies, on which grant William attorned to them, and after the death of Roger this same Alice, while sole, received the homage, and so she is seised of his homage, and we pray judgment if she ought to have dower.—*Trewith.* You speak of a grant of services and of an attornment and a receipt of homage; hold to one certain thing so that we may have a certain answer.—*Parning.* I hold to this, that you have received our homage. — *Trewith.* Ready that we have not.—And on this they were at issue.—And he said moreover that he held the whole of the demand.—*HILLARY.* He did not plead in abatement of your writ, and you can not recover against him except the third part of what he holds.—*Trewith.* If I were to admit that he holds only one messuage, although it were found that Alice had not received his homage, she would only recover the third part of that messuage, whereas he holds the entire &c.—*ALDEBURGH* said to *Parning* that he might hold his plea and say that the tenements whereof she demands dower are only one messuage.—*Parning.* She demands the third part of 10s. of rent, and rent can never be called a messuage; and we tell you that nothing was put in view but one messuage which we hold.—*HILLARY.* Then you might have abated her writ; for according to your statement she demands the third part of a messuage and of rent issuing out of the same messuage; and by chance because her husband was seised of the messuage and afterwards of the rent issuing out of the messuage, she intends to have dower of both.—And afterwards a day was given at the prayer of the demandant without entering anything on the Roll.

Quare  
impedit.

§ William brought his Quare impedit against the Abbat of Croyland, and said that tortiously he disturbs him from presenting a fit parson to the church of F. which is vacant; and he said that his ancestor Robert &c. was seised of the advowson &c. in time

primer baron A. et a Alice et a les heirs de lour deus A.D. 1337. corps issantz, par quel grant W. attorna a eux, et apres la mort R. mesme cesti A. tanqe ele fut sole resseust le homage, et issint est ele seisi de son homage, et demandoms jugement si ele deive doer aver.—*Trew.* Vous parlez de grant de services et dattornement et de resceit de homage; tenez a un certain, issint qe nous poms aver certain respons.—*Parn.* Jeo tenk a ceo, qe vous avez resceu nostre homage.—*Trew.* Prest qe noun. Et sur ceo furent a issue. Et dit outre qil tint entierement tote sa demande.—*HILLARY.* Il ne pleda pas en abatement de vostre bref, et vous ne poez recoverer devers lui forqe la terce partie de ceo qil tint.—*Trew.* Si jeo acceptasse qil ne tint fors qe un mies, tut fut il trove qe A. navoit pas resceu son homage il ne recovereist for qe la terce partie de cel mies la ou il tint lentier &c.—*ALD.* dit a *Parn.* qil pout prendre son ple et dire qe les tenementz dont ele demande dower ne sont qe un mies.—*Parn.* Ele demande<sup>1</sup> la terce partie de x. souz de rente, et rente ne poet jammes estre dit mies, et vous dioms qe riens ne fut mis en vew fors qun mies qe nous tenoms.—*HILLARY.* Donques vous porriez aver abatu son' bref, qe a vostre dit ele demande la tierce partie de mies et rente issant de mesme le mies; et par cas pur ceo qe son baron fut seisi del mies et apres de la rente issant de mies ele entend daver dower dun et lautre. Et apres jour fut done prece petentis sanz rien entrer en roule.

§ William porta son "quare impedit" vers labbe de Croyland, et dit qe atort lui destourbe presenter covenable persone al eglise de F. qe voide est; et dit qun son auncestre Robert &c. fut seisi del avoeson &c. en

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<sup>1</sup> T. demande de.



A.D. 1337. of peace, in the time of King Henry, and he said that he presented to the same church in the time of the same king, and that the said Robert granted the next presentation to the same church to such an one Abbat of Croyland, the predecessor of this Abbat, so that the advowson and right of presentation should afterwards always remain to R. and his heirs; and he said moreover that the church became vacant by the death of him who was presented by R., whereupon the Abbat of Croyland, predecessor of this Abbat, presented &c. by the grant of R., by whose death the church is now vacant. And he made the descent of the advowson from R. to this William as son and heir. — *Stouford*. Sir, you see clearly how they have admitted that our predecessor presented the last parson; but he says that it was by reason of the grant of R. his father, saving the reversion to him and to his heirs, which reservation of right naturally lies in specialty, of which he shows nothing; wherefore we demand judgment, and on the last presentation admitted to have been by us, we pray a writ to the Bishop. — *Trewith*. The deed of grant ought not to be with us, but with him to whom the grant was made, and we are ready to aver the grant to be in the manner stated, ready &c. — *Stouford*. Such a deed of grant ought to be by deed indented. — *Parning*. Then you do not deny that our father Robert presented at the last voidance before, and we will aver that the predecessor had this deed of grant from this same Robert in the shape which we have stated: wherefore will you accept the averment? — *Stouford*. We say that one Richard was seised of the same advowson in the time of King John, and during the same time presented such an one, who was received &c.; which Richard gave the said advowson to such an one, Abbat, predecessor of this Abbat; and you have admitted that he presented &c.: and we tell you that since that presentation by our predecessor which you

temps de pees, en temps le roi H., et dit qil presenta A.D. 1337. a mesme leglise en temps de mesme le roi, et dit qe mesme celui R. granta le proschein presentement de mesme la eglise a un tiel abbe de Crowland, predecessour cesti abbe, issint qe lavoweson et la presentement apres a toutz jours demorerent a R. et a ses heirs; et dit outre qe la eglise se voida par la mort celui qe fut presente par R., par quei labbe de C., predecessour mesme cesti abbe, presenta &c. par le grant R., par qui mort leglise est ore voide: et fist la discente del avoweson de R. a cesti W., com a fitz et heir.—*Stouf.* Sire, vous veez bien coment ils ount conu qe nostre predecessour presenta la dreine persone, mais il dit qe ceo fut par le grant R. son pere, salvant lavoweson a lui et a ses heirs, la quel reservation de droit naturellement chiet en especialte de quei il ne mustre riens, par quei nous demandoms jugement, et sur le drein presentement conu a nous prioms bref al Evesqe.—*Trew.* Le fait de grant ne deit pas demorer devers nous eynz devers celui a qi le grant se fist, et nous sumes prest daverer le grant par la manere, prest &c.—*Stouf.* Fait de tiel grant deit estre fait par fait endente.—*Parn.* Donques vous ne dedites pas qe Robert nostre pere ne presenta a la proschein voidance devant, et nous voloms averer qe le predecessour avoit ceo fait de grant mesme cesti R. par la manere com nous avoms dit; par quei volez laverement?—*Stouf.* Nous dioms qun Ricard fut seisi de mesme lavoeson en temps le Roi Johan, et en mesme le temps presenta un tiel qe fut resceu &c., le quel Ricard dona mesme lavoweson a un tiel Abbe, predecessour cesti Abbe, et vous avez conu qil presenta &c.; et vous dioms qe puis cel presentement qe vous avez conu a nostre predecessour noz predecessours unt

A.D. 1337. have admitted, our predecessors have twice presented; wherefore we demand judgment and pray a writ to the Bishop. — *Parning*. Will you place your conclusion on the last presentation which you say your predecessor had, and thereby oust us from this possessory writ, or abide judgment on the presentation by your predecessor which we have admitted and which we say was the last presentation? for you can not aid yourself by both, one lying in law and the other in fact.—*HILLARY*. It is true: he must make his conclusion upon one in certain. — *Stouford*. I will conclude on the presentation by our predecessor which they have acknowledged, and abide the judgment of the Court if such a presentation shall not be understood in right of the church, and especially on the subsequent presentations.—*Parning*. You shall not aid yourself by both; and we have taken our title, by our count, from the presentation which our father made, and that he afterwards granted the presentation on the next voidance to your predecessor: and if you will abide judgment whether this presentation shall be adjudged in our right by force of the grant or in right of the church, then the Court will hold as not denied by you that our father made the next preceding presentation, and you can abide judgment whether I shall be received to aver the grant or not without showing a specialty.—And upon this a day was given over.

Writ of  
Right.

§ In a writ of Right which the Prior of St. Frideswide brought against John de Haule, after the mise was joined the said Prior was deposed, and another person was elected Prior; and now the parties were called, and *Merstone* answered as attorney of the Prior.—*Parning*. We tell you that this Prior who purchased the writ and was party to the mise is now deposed, and he was named J., and another person is Prior, whose name is W., wherefore he who was attorney for the other Prior

presente deus foitz; par quei nous demandoms juge- A.D. 1337.  
ment, et prioms bref al Evesqe. — *Parn.* Le quel  
voillez vous lier vostre conclusion sur le drein presen-  
tement qe vous dites qe vostre predecessour avoit, et  
par tant nous ouster de cesti bref de possession, ou de-  
morer en jugement sur le presentement qe nous avoms  
conu a vostre predecessour, qe nous avoms dit qe fut  
le drein presentement? qe vous ne poez pas eider  
mesme sur lun et lautre, qe lun chiet en ley et lautre  
en fait.—*HILLARY.* Il est verite: il covient qil face sa  
conclusion sur lun en certain.—*Stouf.* Jeo voil conclure  
sur la presentement qils ount conu a nostre predecessour,  
et demorer en jugement de la court si tiel presentement  
ne serra entendu en le droit del eglise et nomement pur  
les presentements de plus tardif temps. — *Parn.* Vous  
ne vous eidez pas mesme par lun et par lautre, et nous  
avoms pris nostre title par nostre count de presentement,  
qe nostre pere presenta, et puis granta le presentement a  
la proschein voidance a vostre predecessour; et si vous  
voillez demorer en jugement le quel cest presentement  
serra ajugge en nostre droit par force de grant ou en le  
droit del eglise, donques la Court tendra a nient dedit de  
vous qe nostre pere presenta prochainement a devant, et  
demorer en jugement le quel jeo serrai resceu daverer le  
grant ou ne mie sanz mustrer avant especialte. Et sur  
ceo jour est done outre.

§ En un bref [de] droit qe le Priour de Seynt <sup>Bref de</sup>  
Fredeswide porta vers Johan de Haule, apres la mise <sup>droit.</sup>  
joint cesti Priour fut depose et un altre fut esliue  
Priour; et ore les parties furent demandez, ou *Merstone*  
respondi com attorne le Priour. — *Parn.* Nous vous  
dioms qe cesti Priour qe purchasa cesti bref, qe fut  
partie a la mise, est ore depose, et il ust a noun J.,  
et un altre est Priour qad a noun W., par quei celi

A.D. 1337. cannot be attorney for the present Prior, since he is a different Prior, although he was not named in the original writ by his baptismal name.—And the Court asked *Merston* if the Prior who brought the writ was deposed; and he said that he was, and that another person was elected Prior, and he said that he was attorney for the Prior who brought the writ, and (said he) now the present Prior has made me his attorney to continue the plea for him, if so be that the writ can legally stand &c.

Prayer to  
be received.

§ One John brought his writ demanding certain tenements &c. against W., who made default after default.—*Parning*, for the demandant, prayed seisin of the land.—*Stouford*. You have here R. Collop, who says that W. holds the tenements for term of his life by lease from him, the reversion regardant to him, and he prays to be received &c.—*Parning*. You shall not be received; for we tell you that you and A. your wife sued a “scire facias” against this same W. as in right of A. in the King’s Bench pending this writ, namely at the Quinzein of St. Michael last past, to have execution out of a fine by way of remainder, by which writ you supposed that W. had abated in the tenements contrary to the tenor of the fine; and now by your prayer you suppose that he holds the tenements of you by a true title, namely, by your own lease, which is contrary to what you suppose by your “scire facias;” wherefore you shall not be received.—*Stouford*. To that record you are a total stranger, wherefore it does not lie in your mouth to allege it; and besides, the “scire facias” was sued in right of A., and it may be, without inconsistency, that he holds the tenements contrary to the tenor of the fine in right of A., and still holds for life by lease from Robert, who prays to be received.—*Parning*. In your “scire facias” execution was awarded to you.—*Stouford*. Will you then say that we have execution? and if

qe fut attorne pur lautre Priour ne poet pas estre at- A.D. 1337.  
torne pur cel Priour qore est, del hure qil est un altre  
Priour coment qil ne fut nome en le bref original par  
noun de baptesme.—Et la court demanda *Merston* si le  
Priour qe porte le bref fut depose, et il dit qoil, et  
altre eslieu Priour, et dit qil fut attorne pur le Priour  
qe porte le bref, et ore le Priour qe ore est moi ad fait  
son attorne de continuer pur lui le ple avant, sil soit  
qe le bref esterra par lei &c.

§ Un Johan porta son bref vers W. et demande cer- <sup>Præcipe</sup>  
teins tenementz &c., qe fist defaute apres defaute.— <sup>quod</sup>  
*Parn.*, pur le demandant, pria seisine de terre.— <sup>reddat.</sup> *Stouf.*  
Vous avez ci R. Collop qe dit qe W. tynt les tene-  
mentz a terme de sa vie de son lees, la reversion re-  
gardant a lui, et prie de estre resceu &c.—*Parn.* Vous  
ne serrez pas resceu; qe nous vous díoms qe vous et A.  
vostre femme suistes un “scire facias” vers mesme cesti  
W. com en le dreit A. en bank le Roi pendant cesti  
bref, saver a la Quinzeine de Seint Michel drein passe,  
daver execucion hors dun fin par voi de remeindre,  
par quel bref vous supposastez qe W. fut abatu en les  
tenementz encountre la tenore de la fin, et ore par vos-  
tre prier vous supposez qil tint les tenementz de vous  
par vostre<sup>1</sup> tittle, saver, de vostre lees demene, qest a  
contrarie de ceo qe vous supposez par vostre “scire  
“ facias;” par quei vous ne serrez pas resceu.—*Stouf.*  
A cel record vous estes tut estrange, par quei il ne  
gist pas en vostre bouche dalleger le; et ovesqe ceo, le  
“scire facias” fut suy en le dreit A., et il put estre  
ensemble qil tint les tenementz encouñtre la tenore de  
la fin en le dreit A., et unqore qil tint a terme de vie  
de lees Robert qe prie de estre resceu.—*Parn.* En  
vostre “scire facias” execucion vous fut agarde.—*Stouf.*  
Voilez vous donques dire qe nous avoms execucion?

<sup>1</sup> I. verray.

A.D. 1337. so your writ is abated ; and I say confidently that a supposal by suit made by a writ does not oust me from my right : for although I bring an assise of Novel Disseisin against one who holds tenements for his life by lease from me, and afterwards I lose my writ, if afterwards he be impleaded and make default, I shall be received to defend my right notwithstanding that I supposed by the assise of Novel Disseisin that his tenancy was by disseisin.—And on this a day was given over to the parties.

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et si sic, vostre bref est abatu ; et jeo die bien qe sup- A.D. 1337.  
posaille par suyt fait par un bref, ne moi ouste pas de  
mon dreit : qe tut porte jeo lassise de novele disseisine  
devers un qe tint les tenementz a terme de sa vie de  
mon lees, et apres jeo perde mon bref, si apres il soit  
enplede et face defaute, jeo serrai resceu a defendre  
mon dreit nient contresteaunt qe jeo suppose par lassise  
de novele disseisine qe sa tenance fut par disseisine.—  
Et sur ceo jour fut done outre as parties.

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**TRINITY TERM**  
**IN THE ELEVENTH YEAR OF**  
**THE REIGN OF KING EDWARD THE THIRD**  
**FROM THE CONQUEST.**

## TRINITY TERM IN THE ELEVENTH YEAR OF THE REIGN OF KING EDWARD THE THIRD FROM THE CONQUEST.

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A.D. 1337. § See the beginning of this case in Hillary term above<sup>1</sup> in an assize beginning "William de Hothom."—On this day the parties were called and the plaintiff came; but William came not: wherefore, *Pole*, for the plaintiff, prayed seisin, on the default of W. And thereupon came Margery the wife of W. and prayed to be received, on the default of her husband. And *Pole* said that she should not be received because nothing would be recoverable by the default of her husband, but only on the verdict of the Assise; and moreover, he said that the Statute<sup>2</sup> says that a woman shall be received for the default of her husband in the case where lands or tenements may be lost; but this is an Assise of Darrein presentement, where no lands or tenements are to be lost: and besides, a woman shall not be received for the default of her husband except in a case where a continuance is made against her husband and her: but here the woman is out of Court; for at the first day the Assise would have been awarded against him, if there had been no plea; which plea he does not now maintain; wherefore &c.—And notwithstanding all this the wife was received.—*Parning*, for the wife, prayed oyer of the writ.—*Pole*. You shall not have it; for you are only received to defend your right.—And she had oyer of the writ.—*Pole* said, for the plaintiff, how he himself was seised of the manor of F. to which the advowson of

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<sup>1</sup> p. 9, ante.

| <sup>2</sup> Westm. 2. 13 Edw. I. c. 3.

DE TERMINO TRINITATIS ANNO REGNI REGIS  
EDWARDI TERCII A CONQUESTU UNDECIMO.

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§ Vide principium supra Hillarii en assise que incipit A.D. 1837.  
"William de Hothom."—A cesti jour les parties furent  
demandez, et le pleintif vint et William ne vint pas,  
par quei *Pole*, pur le pleintif, pria la seisine par de-  
faute W. Et sur ceo vint Margerie la femme W. et  
pria de estre resceu par la defaute son baron.—*Pole*  
dit qe ele ne serroit pas resceu, pur ceo qe rienz ne  
serroit a recoverer par la defaute son baron eynz sur  
verdit dassise; et ovesqe ceo il dit qe lestatut doune  
qe femme serra resceu par defaute son baroun en cas  
ou terre ou tenementz sont a perdre; mais cest assise  
de drein presentacion ou terre ne tenement nest a per-  
dre; et ovesqe ceo femme ne serra mie resceu par  
defaute son baron fors en cas ou continuance est fait  
vers son baroun et lui; mais si la femme est hors de  
court; qal primer jour lassise ust este agarde devers  
li, si le ple<sup>1</sup> ne ust este, le quel ple il ne meyntint  
pas a ore; par quei &c.—Et nonobstante tut ceo ci  
la femme fut resceu.—*Parn.* pur la femme, pria oyer  
de bref.—*Pole.* Vous nel averez pas, qar vous estes  
soulement resceu a defendre vostre dreit. Et ele avoit  
oi del bref.—*Pole* dit pur le pleintif, coment il mesme  
fut seisi del maner de F. a qi lavoweson del eglise est

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<sup>1</sup> plee William.

A.D. 1337. the church is appendant, and he presented to the same church his clerk named R., who on his presentation &c., by whose death the church is now vacant ; and he prayed the Assise.—*Parning* prayed leave to imparl : and because she was received to defend her right, the Court would not give him leave.—*Parning* said that Margery had nothing in the advowson except in common with her sister Olive, and prayed judgment of the writ. And because she was received to defend her right she was ousted from this plea : wherefore he said that one J. was seised of the manor of F. to which the advowson was appendant, which John presented to the same church &c., who on his presentation was received &c. ; and that he died seised of the manor and of the advowson ; after whose death it descended to Margery and Olive as two daughters and one heir ; and that, because they were under age, Robert de Holaund seized the manor and the advowson in name of wardship, and leased the wardship of the manor to him who complains, to hold until the full age of the heiresses, and reserved to himself the wardship of the advowson, and that in his time the church became vacant, whereupon Robert presented his clerk ; and at the time the plaintiff presented &c. that presentation ought not to hurt us ; for then we were under age and in ward to Robert ; and so it belongs to Margery and Olive to present, and we pray a writ to the Bishop for them if the Court can allow it ; and if not, we pray that you will abate this writ because Olive was not named.—*Pole*. We have said that we are seised of the manor to which the advowson is appendant, which thing you do not deny ; and besides you have acknowledged that we presented the last parson, and you have acknowledged our title ; wherefore we demand judgment.—*Parning*. Then you admit freely that you have no other estate in the manor except in name of wardship by lease from Robert.—*STONORE*. If he has no other estate in the manor, to which he says the

appendant, et presenta a mesme leglise un son clerk A.D. 1337. R. par noun qa son presentement &c., par qui mort leglise est ore voide, et prie lassise.—*Parn.* pria cunge demparler: et pur ceo qe ele fut resceu ad defensionem juris sui la court ne lui voleit pas doner conge. —*Parn.* dit qe Margerie navoit rienz en cele avoweson si noun en comune ovesqe Olyve sa soer, et demanda jugement de bref. Et pur ceo qe ele fut resceu a defendre son dreit ele fust ouste de ceo ple; par quei il dit qun J. fut seisi del maner de F. a qei lavoweson fut appendant, et le quel Johan presenta a mesme leglise &c., et qe a son presentement fut resceu &c., et morust seisi de maner et del avoweson, apres qui mort il descendi a M. et a Olyve com a deus filles et un heir; et pur ceo qe eux furent deynz age Robert de Holaund seისტ le maner et lavoweson en noun de garde, et lessa la garde de maner a celui qe se pleint, a tenir al age les heirs, et reserva a lui mesme la garde de lavoweson, issint qen son temps leglise se voida, par quei R. presenta un son clerc, et al temps qe le pleintif presenta &c. cel presentement ne nous doit nuyer; qar adonques nous fumes deynz age et en le garde Robert, issint appent a M. et a Olyve a presenter, et prioms bref al Evesqe pur eux si la Court le puisse soefrir, et si noun nous prioms qe vous abatez cesti bref pur ceo qe Olive ne fut pas nome.—*Pole.* Nous avoms dit qe nous sumes seisi del maner a qei lavoweson est appendant, quele chose vous ne deditez pas, et ovesqe vous avez conu qe nous presentasmes la drein persone et vous avez conu nostre tittle, par quei nous demandoms jugement.<sup>1</sup> —*Parn.* Donques vous grantez bien qe vous navez altre estat en le maner fors en noun de garde de lees Robert.—*STONOR.* Sil ni eit autre estat en le maner a

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<sup>1</sup> I. jugement, et prioms bref al Evesqe.

A.D. 1337. advowson &c., except in name of wardship, then your plea falls in abatement of the writ; for a guardian shall not be received to bring this writ.—*Parning*. Sir, it is true that if I admit him to have an estate in the advowson in name of wardship then my plea would be in abatement; but I have not admitted him to have an estate in the advowson in name of wardship but only in the manor; and although he has shown that he has an estate in the manor in name of wardship, I have shown that the advowson is not his.—*HILLARY*. You have shown that the advowson was severed from the manor during the wardship while you were under age; but you are now of full age, wherefore the advowson is re-annexed to the manor; so the possession belongs to him who is seised of the manor.—*Trew*. It may be that the plaintiff has right to hold the manor in name of wardship although we be of full age, and yet that the presentation ought to be ours; for it may be that, after Robert de Holaund had leased the wardship of the manor to the plaintiff, saving to himself the wardship of the advowson, he leased to him our marriage and that he offered us a marriage &c. and we refused it, and so he has cause to hold the manor by reason of forfeiture although we be of full age; wherefore &c.—*Pole*. You ought to plead so, and show that you ought to have the presentation notwithstanding that the manor came into our hand.—*Trew*. We have said that the manor came into your hand in name of wardship by lease from Robert &c., by reason of which possession you ought not to have the presentation, which thing you do not deny: wherefore we demand judgment.—*Pole*. We have a freehold in the manor and we had it when the church became vacant, ready &c.—*Trew*. Since you do not deny that you have the manor in name of wardship by lease from Robert, you shall not get to show that your estate is different, without showing how.—*Pole*. We have an estate in the freehold, and we had it at the

quei il dit lavoweson &c. fors qen noun de garde, donques A.D. 1337.  
 chiet vostre ple en abatement de bref, qar gardein ne  
 serra mie resceu de porter cesti bref.—*Parn.* Sire, ceo  
 est verite si jeo lui conusse aver estat en lavoweson  
 en noun de garde donqe mon ple serroit en abate-  
 ment; mais jeo ne lui ai pas conu aver estat en la-  
 voweson en noun de garde, eynz soulement en le maner;  
 et coment qil eit estat en le maner en noun de garde,  
 jai mustre qe lavoweson nest pas a lui. — *HILLARY.*  
 Vous avez moustre qe lavoweson fut severe de maner  
 durant le garde tanqe vous esteiez deynz age; mais  
 vous estes ore de plein age, par quei lavoweson est re-  
 joint al maner, issint la possession a celui qest seisi  
 du maner.—*Trew.* Il poet estre qe le pleintif ad resoun  
 a tenir le maner en noun de garde coment qe nous  
 soioms de plein age, et oncore le presentement deit  
 estre le nostre; qe y put estre qe apres ceo qe Robert  
 de Holaund avoit lesse la garde del maner al pleintif,  
 salvant a lui mesme la garde del avoweson, qe il lessa  
 a lui nostre mariage et qil nous tendi mariage &c. et  
 nous le refusams, issint ad il cause a tenir le maner par  
 reson de forfeiture tut seioms de plein age, par quei  
 &c.—*Pole.* Issint vous devez pleder et moustrer qe  
 vous devez avoir le presentement nient a resteaunt qe  
 le maner devynt en nostre mayn.—*Trew.* Nous avoms  
 dit qe le maner devynt en vostre meyn en noun de  
 garde de lees Robert &c., par resoun de quele posses-  
 sion vous ne devez avoir le presentement, quele chose  
 vous ne deditez pas: par quei nous demandoms juge-  
 ment.—*Pole.* Nous avoms franktenement en le maner  
 et avoiems al temps qant la esglise se voida, prest &c.  
 —*Trew.* Depuis qe vous ne dedites pas qe vous navez  
 le maner en noun de garde de lees Robert, a mustrer  
 qe vostre estat est altre sanz mustrer coment vous  
 navendrez pas.—*Pole.* Nous avoms estat en le frank-



A.D. 1337. time of the vacancy, without this that we had any thing by lease from Robert, ready &c.—*Trew*. You had it by lease from Robert in name of wardship, ready &c.—And the issue was received.

§ John de Richer, knight, brought an assise of Novel Disseisin against R. Vavaceour.—*Pole* made the plaint of 100s. of rent by the year, and of the rent of one robe by the year or 30s., and of the rent of one saddle by the year or one mark.—*Trewith*. The plaint ought to be in certain in the same manner as the demand ought to be in a “*præcipe quod reddat*,” but this plaint is non-certain, wherefore we pray judgment of the plaint.—*STONORE*. It is fit that the plaint should be in accordance with the specialty by which he means to maintain this assise; wherefore put forward a specialty.—*Pole* put forward a specialty which stated that R. Vavaceour had granted to J. de Riche (omitting “knight”) 100s. of rent by the year, and one robe by the year or 30s., and one saddle by the year or one mark, to be paid at certain times at his manor of F. &c., and bound the manor of F. to his distress.—*Trewith*. The writ says J. de Richer, knight, and the specialty says John de Riche, without the word “knight,” and so the writ is not in accordance with the specialty, and consequently he has not a specialty which maintains his action; judgment of the writ: for there is the word “knight” more in the writ than there is in the specialty: and besides, the writ says J. de Richer, and the specialty says J. de Ryche.—Wherefore *HILLARY* adjudged that he should take nothing by his writ &c.

Non-tenure  
alleged of  
part.

§ John brought his writ of Entry against W., who said that he could not render his demand, for he said that of the tenements demanded against him one Robert held two acres of land, and held them on the day of the purchase of the writ, and he is not named in the writ; judgment of the writ. And John offered to aver that

tenement et avioms al temps de la voidance, sanz ceo qe A.D. 1337. nous aveioms rienz de lees R., prest &c.—*Trew.* Vous laveiez de lees R. en noun de garde, prest &c. Et lissue resceu.

§ Johan de Richer, chivaler, porta un assise de novele disseisine vers R. Vavaceour.—*Pole* fist la plainte de c. souz de rente par an, et de la rente dune robe par an ou xxx. souz, et de la rente de une sele<sup>1</sup> par an ou une mark.—*Trew.* La pleint doit estre en certain auxint com deit estre la demande en un præcipe quod reddat; mais ceste ple<sup>2</sup> est en nouncertain, par quei nous demandoms jugement de la plainte.—*STONOR.* Il covient qe la plainte soit accordant al especialte par la quele il voet meyntenir ceste assise; par quei mustrez avant especialte.—*Pole* mist avant especialte qe R. Vavaceour avoit grante a J. de Riche, sanz chivaler, c. souz de rente par an, et une robe par an ou xxx. souz, et une sele par an ou un mark, a payer a tiels termes a son maner de F. &c., et obliga le maner de F. a sa destresse.—*Trew.* Le bref voet J. de Richer chivaler, et lespecialte voet Johan le Richer sanz chivaler, issint nest pas le bref accordant a lespecialte, et par tant nad il pas especialte qe meyntint sa accion; jugement de bref; qar il ad chivaler plus en le bref qe nest en lespecialte: et ovesqe ceo le bref voet J. de Richer et lespecialte voet J. de Ryche; par quei HILARY agarda qil ne prist [rien] par son bref &c.

§ Johan porta son bref dentre vers W. qe dit qil ne pout sa demande rendre, qe il dit qe des tenementz demandez devers lui un Robert tint deus acres de terre, et les tint le jour de bref purchase, nient nome en bref, jugement de bref. Et Johan tendi daverer qe W. fut

Noun  
tenure  
allegge de  
partie.

<sup>1</sup> I. seele.

<sup>2</sup> I. pleynte.

A.D. 1337. W. was full tenant of his demand, without this any Robert had anything, ready &c. And the issue was received. And now at this day the Inquest was taken, which came and said that Robert did not hold the two acres of land but that another person did. — STONORE. At least we have this from you that Robert did not hold them, and you were not charged to say whether another held them or not. — *Parning*. The mise of the demandant is not found, namely, that W. is fully tenant; wherefore the writ ought to abate; as in a writ of Entry, if the tenant say that he entered by another &c., it is necessary that the demandant should maintain his writ that he entered by him who is supposed by the writ &c. — STONORE. The exception of non-tenure does not abate the writ if one does not give a tenant against whom he can have a good writ; but here you have not given a tenant. — Wherefore he adjudged that he should recover seisin of the land.

Formedon. § Robert Barri brought his writ of Formedon against George Lungeville, and demanded certain tenements, and also against several others by several præcipes; and the writ said that one Amery de Nowers gave to Peter Warre for the life of Peter, so that after the death of the said Peter the said messuages should remain to Simon Barri and Alice his wife and the heirs of the bodies of the said Simon and Alice: and which after the deaths of the said Peter, Simon and Alice, and of Robert son and heir of the said Simon and Alice, and of Simon son of the said Robert son of Simon, to the said Robert Barri, son of the said Robert son of Simon son of Robert, and cousin and heir of the said Robert son of Simon, ought to descend by the form of the said gift &c. — *Rokel* counted that Peter was seised, by the gift, in his demesne as of freehold, and laid the esplees in his person &c., and said moreover that after the death of Peter, Simon and Alice were seised in their demesne as of fee and of right

tenement  
 enement tenant de sa demande sanz ceo qe R. nad **A.D. 1337**  
 riens, prest &c. Et lissue resceu. Et ore a cesti jour  
 lenqueste fut prise, qe vynt et dit qe R. ne tint les  
 deus acres de terre eynz un altre.—**STONOR.** Al meyns  
 nous avoms tant de vous qe Robert ne les tint pas, et  
 vous nestiz pas charge a dire le quel un altre les tynt  
 ou noun.—**Parn.** La mise le demandant nest pas trove,  
 saver, qe W. est pleinement tenant, par quei le bref  
 doit abatre; auxi com en un bref dentre si le tenant  
 die qil entra par un altre &c., il covient qe le deman-  
 dant meyntiegne son bref qil entra par lui qest sup-  
 pose en le bref &c.—**STONOR.** Excepcion de noun tenure  
 nabate pas le bref si homme ne doune tenant vers qui  
 il pout aver bon bref; mais icy vous navez pas done  
 tenant. Par quei il agarda qil recoverast seisine de  
 terre.

§ Robert Barri porta son bref de fourme doun vers **Fourme**  
 George Lungeville, et demanda certains tenementz, et **doun.**  
 auxint vers plusurs autres par severals præcipes: et le  
 bref voleit qun Americius de Nowers dedit Petro Warre  
 ad vitam ipsius Petri, ita quod post mortem ipsius Petri  
 predicta messuagia Simoni Barre et Aliciæ uxori ejus  
 et heredibus de corporibus ipsorum Simonis et Aliciæ  
 exeuntibus remaneant. Et quæ post mortem predicto-  
 rum Petri, Simonis, et Aliciæ et Roberti filii et heredis  
 eorundem Simonis et Aliciæ, et Simonis filii ejusdem  
 Roberti filii Simonis prefato Roberti Barre filio ejus-  
 dem Simonis filii Roberti filii Simonis et consanguineo  
 et heredi predicti Roberti filii Simonis descendere de-  
 bent per formam donacionis predictæ &c.—**Rokelle**  
 counta qe Piers fut seisi par le doun en son demene  
 com de frank tenement, et ly a les esplees en sa persone  
 &c., et dit outre qe apres la mort Piers, Simond et A.  
 furent seisiz en lour demene com de fe et de dreit par

A.D. 1337. by the form of the gift aforesaid, and laid the esplees in their persons &c.—*Parning*. The writ says, “and which “ after the deaths of Peter, Simon, and Alice to the “ said Robert ought to descend,” and thereby the writ supposes that the tenements descended to Robert from Peter as well as from Simon and Alice ; judgment of the writ. — *Rokel*. Nothing could descend to Robert until after the death of Peter, wherefore it was necessary that Peter should be made dead by the writ, but the descent is made only from Simon and Alice to Robert.—Wherefore the writ was adjudged good. — *Pole*. As to all the tenants except George we demand the view. And it was granted. And for George he said that one Richard was tenant of the tenements demanded against him, and he said that on a certain day it was agreed between him and Richard that he should have the land from that day until the Gules of August then next following : and that if Richard or his heirs should then pay 100*l*. that he might enter on the land and the estate of George be for ever defeated ; and if he should not so pay that George should remain enfeoffed for ever : and we tell you that on the day he paid the money and entered his land, and so the estate of George was defeated ; judgment of the writ. — *Trewith*. You speak of a condition ; show what you have to prove the condition. — *STONORE*. To you he ought not to show it, for you are a total stranger to the condition ; and besides, it may be that when Richard paid the money the deed was given back to him or cancelled ; wherefore answer. — *Trewith*. Sir, you see clearly how on the day of the purchase of our writ he had such a tenancy, and he has acknowledged that our writ was good against him, for against none other could we have taken our writ ; wherefore we do not think that any deed which they allege can abate our writ. — *HIL-LARY*. Then is the deed such as they have alleged : and on this deed you ought to have taken your writ against both. — *Trewith*. If I had taken my writ against both,

la fourme doun avantdit, et lya les esplees en lour per- A.D. 1337.  
sones &c.—*Parn.* Le bref voet, "et quæ post mortem  
" Petri Simonis et Aliciæ prefato Roberto descendere  
" debent," et par tant le bref suppose qe les tenementz  
descendirent a R. de Piers auxint avant com de Simon  
et Alice, jugement de bref.—*Rok.* Riens ne poet de-  
scendre a R. tanq apres la mort Piers, par quei il co-  
vient qe P. soit fait mort par le bref; mais le descente  
est fait soulement de S. et A. a Robert. Parquei le  
bref fut agarde bon.—*Pole.* Qant a toutz les tenantz  
fors pris George nous demandoms la vew. Et ele fut  
grante. Et pur George il dit qun Ricard fut tenant des  
tenementz demandez devers lui, et il dit qe a certain  
jour acovient entre lui et Ricard qil averoit la terre  
de cel jour tanqa la gousle daust proschein adonques  
ensuant: et si Ricard ou ses heirs paiassent adonques c.  
livres qil pout entrer en la terre et lestat George defet  
a toutz jours, et si noun qil demorast feffe as toutz  
jours; et vous dioms qe al jour il paya les deners et  
entra sa terre et issint lestat George defet, jugement  
de bref.—*Trew.* Vous parlez dune condicion, moustrez  
ceo qe vous avez de la condicion.—*STONOR.* A vous  
ne doit il pas moustrer, qar vous estez tut estrange a  
la condicion; et oveqe ceo il poet estre qe qant Ricard  
paya les deners qe le fait lui fut rebaille, ou dampne;  
par quei responez.—*Trew.* Sire, vous veez bien coment  
jour de nostre bref purchase il avoit tiel tenance, et  
ceo ad il conu qe nostre bref fut bon vers lui, qe vers  
nul autre nous ne purroms aver pris nostre bref; par  
quei nentendoms pas qe nul fait qils alleggent poet  
nostre bref abatre.—*HILLARY.* Donqe est le fait tiel  
com ils ount dit, et sur ceo fait vous duisiez aver pris  
vostre bref vers lun et vers lautre.—*Trew.* Si jeo usse

A.D. 1337. then he would have answered as sole tenant of the entirety, and the other as sole tenant of the entirety, and then I should have had no other plea except to aver that they were tenants in common, and that I could not do, and so the writ would have abated.—HILLARY.—Not so; you could have shown the cause on which you took your writ in common against the two, and so have maintained your writ, without averring that they held in common.—And upon this they adjudged that he should take nothing by his writ against George &c.

Prayer to  
be received. § Note that the defendant made default after default, wherefore the demandant prayed seisin of the land. And upon this *Pole* said, You have here John, who tells you that the tenant holds the tenements for the term of his life, the reversion regardant to him (John), and he has come before judgment given and prays to be received to defend his right. — *Parning*. How does the reversion belong to him? — *Pole*. John leased the tenements to the tenant for the term of his life, the reversion to him (John) and his heirs, and thus the reversion belongs to him. — *Parning*. John is under age, wherefore he could not legally grant an estate to a man for the term of his life.—And he was viewed in court and held to be under age.—*Pole*. Although he be under age, still it can not be denied that he reserved the reversion to himself, and so he has the right vested in his person, whereby he is receivable for the default of the tenant.—HILLARY. Since John is still under age, it would be better that he should make an entry on the tenant and thereby abate the writ of the demandant, because the tenancy of the tenant would be defeated &c.—*Pole*. Sir, although John should now enter on the tenant, if the demandant prosecute his writ and recover, and by execution John be ousted, he will never have his recovery by assise, because the demandant will recover against him who was tenant on the day when the writ was pur-

pris mon bref vers lun et vers lautre adonques ust re- A.D. 1337.  
spondi com soul tenant del entier, et lautre com soul  
tenant del entier, et adonques jeo nusse eu altre ple fors  
qe daverer qe tenantz en comune, et cella ne pout jeo  
mie fere, et issint le bref abatereit.—HILLARY. Il nest  
pas issint; vous purretz aver moustre la cause sur quel  
vous pristrez vostre bref en comune vers les deus, et  
issint avoir maintenuz vostre bref, sanz averer qils  
tyndrent en comune. Et sur ceo ils agarderent qil ne  
prist rienz par son bref vers George &c.

§ Nota qe le defendant fit defaute apres defaute, par <sup>Prier de</sup>  
quei le demandant pria seisine de terre; et sur ceo <sup>ester resu.</sup> Pole  
dit, Vous avez ci Johan qe vous dit qe le tenant tynt  
les tenementz a terme de sa vie, la reversion a lui re-  
gardant, et il est venuz avant jugement rendu et prie  
a estre resceu a defendre son dreit.—Parn. Coment est  
la reversion a lui?—Pole. Johan lessa les tenementz  
al tenant a terme de sa vie, la reversion a lui et a ses  
heirs, et issint est la reversion a lui.—Parn. Johan est  
deynz age, par quei il ne poet de ley faire estat a homme  
a terme de sa vie. Et il fut vew en court et ajugge  
deynz age.—Pole. Coment qil soit deynz age, uncore  
il ne poet pas estre dedit qil ne reserva la reversion a  
lui, et issint ad il dreit vestu en sa persone, et par  
taunt est il resceivable par la defaute le tenant.—HIL-  
LARY. Del hure qe Johan est uncore deynz age il serroit  
le mielz qil poeit faire dentrer sur le tenant et par  
tant abatre le bref le demandant, pur ceo qe la tenance  
le tenant serroit defait &c. —Pole. Sire, coment qe  
Johan entre ore sur le tenant, si le demandant sewe  
avant son bref et recovere, et par execucion Johan soit  
ouste, il navera jammes son recoverer par assise, pur  
ceo qe le demandant recovers devers lui qe fut tenant



A.D. 1337. chased. — STONORE. If he will confirm his lease and will rather claim the reversion than enter on the land, it is proper that we should allow it: wherefore, will you say anything else why he should not be received?—*Parn-ing*. The tenant holds nothing by lease from John, ready, &c.; wherefore we demand judgment if he shall be received.—*Pole*. Does the reversion belong to John or not? For if the tenant holds for term of life, and the reversion belongs to John, it is right that he should be received.—STONORE. You are driven to show how the reversion belongs to John, and you have said that it is his by his own lease; the demandant offers to aver that the tenant has nothing by lease from John; wherefore will you maintain what you have said or not?—*Pole*. He holds by lease from John for term of life, ready &c.—And the issue was received; and John found surety for the issues.

Assise of  
Novel  
Disseisin.

§ One John brought an assise against Robert and William, and made his plaint for so much land with the appurtenances, &c.—*Pole*. You have here William in his own person, who tells you that he (John) ought not by this writ or by any other to have an action; for he tells you that he has by this deed, which is here, released all manner of actions, real and personal; and we demand judgment if he ought to have an action.—*Parn-ing*. How do you use that release? you do not plead as tenant.—*Pole*. That is true; I do not plead as tenant of the tenements, but I aid myself by the quit-claim which you have made to me of all actions, both personal and real, and thereby you have acquitted me from the disseisin, if any there were; wherefore is it your deed or not? and if you will admit it to be your deed, we think that you have abated your writ against all; for if you admit that any one who is named in your writ is not a disseisor, or it can be proved by record that he was acquitted of the disseisin, your writ will abate against all; and if you will deny the deed, we will aver it; so that the assise shall not be taken against the tenant

jour de bref purchase. — STONOR. Sil voet agreer son A.D. 1337. lees et mielz voille clamer la reversion qe dentrer en la terre, il covient qe nous le soefroms; par quei voillez altre chose dire par quei il ne serra resceu? — *Parn.* Le tenant ne tynt rienz de lees Johan, prest &c., par quei nous demandoms jugement sil serra resceu. — *Pole.* Est la reversion a J. ou ne mie? qar si le tenant tynt a terme de vie, et la reversion soit a Johan, il est reson qil soit resceu. — STONOR. Vous estes chace a mustrer coment la reversion est a Johan, et vous avez dit qe de son les propre; le demandant tend daverer qe le tenant nad rienz del lees J.; par quei voillez meyn-tenir ceo qe vous avez dit ou non? — *Pole.* Il tynt del lees Johan a terme de vie, prest &c. Et lissue fut resceu. Et J. trova seurte des issues.

§ Un Johan porta une assise vers Robert et William, <sup>Assise de Novele disseisine.</sup> et fist sa plaint de tant de terre ove les appartenances &c. — *Pole.* Vous avez cy W. en propre persone qe vous dit qil ne doit par ceo bref ne par nul autre accioun aver, qe il vous dit qil ad par ceo fait qe cy est relesse tote manere dacciouns personeles et reales, et demandoms jugement sil deive accion aver. — *Parn.* Coment usez vous cel relees, qe vous ne pledez pas com tenant. — *Pole.* Ceo est verite: jeo ne plede pas com tenant des tenementz, mais jeo moi eide par la quite-clamaunce qe vous mavez fait des totez accions et personeles et reales, et par tant vous moi avez acquite de la disseisine si nul y fut; par quei est ceo vostre fait ou ne mie? et si vous voillez conustre qe ceo est vostre fait, nous entendoms qe vous avez abatu vostre bref vers toutz; qe si vous conussez qe ascun qest nome en vostre bref nest pas disseisour, ou qil purra estre prove par record qil fut acquite de la disseisine vostre bref abaterra vers toutz; et si vous voillez dedire le fait, nous le voloms averrer; issint qe lassise ne serra

A.D. 1387. until this deed be tried. — *Parning*. The assise shall never be put off by the plea of any one except by the plea of the tenant, and whatever plea any one named in the writ may plead, if he be not tenant, the assise shall be awarded against the tenant, if he will not say anything, just as against him who says nothing; wherefore we pray the assise against Robert as against the tenant of the tenements, because William does not take up the tenancy.—*Pole*. You have here Robert in his own person, who answers you as tenant of the tenements, and says that there ought not to be an assise, for he says that John himself by this deed, which is here, released to William then tenant of the same tenements; and we demand judgment if he ought to have an assise.—*Parning*, for John, denied the deed &c.

Trespass. § The plaintiff counted of his houses beaten down with force and arms and his trees cut down, in a certain place in the 18th year of the father of the present king.—*Parning*, for the defendant, said that the same tenements, where he assigns the waste and the trespass, were in the wardship of Queen Isabella, for the nonage of the plaintiff, and he said that the Queen Isabella by her commission delivered the wardship of the same tenements to him against whom the writ is brought, and so he had the wardship from the 12th year of the father of the present king for three years next ensuing; and we do not think that for that time he can maintain this action against us; and if he will complain of a trespass committed later, we say Not guilty.—*Kelshulle*. We complain of trespass done to us in the 18th year of the father of the present king, wherefore answer to that.—*Parning*. As to that time, Not guilty.—And the other side said the contrary.—And the issue &c. And the reason is because he excused himself lawfully by a deed for a certain time.

Præcipe  
quod  
reddat.

§ Note that a Præcipe quod reddat was brought against one &c., who made default, wherefore the grand

mie pris vers le tenant tanqe ceo fait soit trie.—*Parn.* A.D. 1337. Lassise ne serra jammes arestu par plee de nul fors qe par plee de tenant, et quel plee qe nul qest nome en bref plede sil ne soit tenant, lassise serra agarde vers le tenant sil ne voldra rienz dire, auxint com devers celui qe ne dit riens; par quei nous prioms lassise devers R. auxint com devers tenant des tenementz pur ceo qe W. nenprent pas la tenance.—*Pole.* Vous avez cy Robert en propre persone qe vous respond com tenant des tenementz, et dit qe assise ne doit estre, qar il dit qe J. mesme par ceo fait qe cy est relessa a W. adonques tenant de mesme les tenementz; et demandoms jugement sil deive assise avoir.—*Parn.*, pur Johan, dedist le fait, &c.

§ Le pleintif counta de ses maisons a force et armes abatuz et ses arbres coupes en certain lieu lan xviii. pere le Roi qe ore est.—*Par.*, pur le defendant, dit qe mesme les tenementz ou il assigna le wast et le trespas furent en la garde la Royne Isabel par le nounage le pleintif, et dit qe la Royne Isabel par sa commission bailla la garde de mesme les tenementz a cesti vers qui le bref est porte, issint avoit il la garde del an xii. pere le Roi qore est par treis aunz proscheins a vener, et nentendoms pas qe de cel temps puisse il ceste accioun devers nous meyntenir; et sil voldra pleindre de trespas fait de puisne temps, nous dioms de rienz coupable.—*Kelshul.* Nous pleignoms de trespas fait a nous lan xviii. le pere le Roi qore est, par quei responez a ceo.—*Parn.* Qant a cel temps, de rienz coupable. Et lautre e contra. Et lissue &c. Et la cause est qil se escusa par fait en ley de certain temps.

§ Nota qun "præcipe quod reddat" fut porte vers un &c., le quel fist defaute, par quei le grand cape

Trans-  
gressio.

Præcipe  
quod  
reddat.

A.D. 1337. Cape issued returnable at a certain day, at which day the tenant caused himself to be essoined as being in the King's service, and he had a day by that essoin until this day; and the parties were called; and the tenant came and said, by *Parning*, that he disavowed the essoin of being in the King's service, and tendered his law that he was not summoned according to the law of the land.—*Pole* spoke for the demandant, and prayed that the Court would first know if he had his warrant for that essoin as being in the King's service or not.—*STONORE* said to *Pole*, The tenant is there, so say what you will against him; for if you hold to this, that the essoin of being in the King's service is not warranted, that is one way of pleading, and if you will hold to the default which he made on the day when the grand Cape issued, that is another way of pleading; wherefore make certain to what you will hold.—*Pole*. It is the office of the Court to know if he have his warrant for the essoin or not: if he have his warrant for that essoin, then we will hold to his default &c.; and if he have not his warrant, then we hold to this that he has not his warrant.—*HILLARY*. If you wish to have seisin of the land against the tenant you ought to demand it on some certain cause.—Wherefore *Pole* said how he had made default and now has not his warrant; wherefore we demand judgment and pray seisin of the land.—*Parning*. We disavow that essoin; for we say that we were not summoned according to the law of the land, nor was any essoin cast by us; ready to deny by our law &c.—*Pole*. You shall not be received to say that that essoin was not cast by you, because you were warned for this day which was given to you by the essoin; besides, on the day when the essoin was cast, if you had not been essoined, the demandant would have had seisin of the land, and so he will have now if that seisin be not warranted.—And nevertheless, because he refused the law, *HILLARY* adjudged that the demandant should take nothing &c.

issit a certain jour retournable, a quel jour le tenant A.D. 1337. se fist essoner de service le Roi, et avoit jour par cel essone tanqa cesti jour; et les parties furent demandez,<sup>1</sup> et le tenant vynt et dit par *Parn.* qil desavowa lessone de service le Roi, et tendi sa ley qil ne fut pas somons solonc lei de terre.—*Pole* dit, pur le demandant, et pria qe la Court voleit primes saver sil avoit son garrant de cel essone de service le Roi on noun.—*STONOR* dit a *Pole*, Le tenant est la, par quei ditez ceo qe vous voillez devers lui<sup>2</sup>; qe si vous tenez a ceo qe lessone le service le Roi nest pas garranti cest une voie a pleder, [et si vous voillez tener a la defaute qil fut le jour qe le grant Cape issyt cest un autre voye a pleder;]<sup>3</sup> par quei mettez en certain a quel vous voillez tenir.—*Pole*. Cest office de Court de saver sil eit son garrant del essone ou noun; sil eit son garrant de cel essone donques tendroms nous a sa defaute &c.; et sil nad pas son garrant, donques tendroms nous a ceo qil nad pas son garrant.—*HILLARY*. Si vous voillez aver seisine de terre vers le tenant vous le devez demander sur asqune certaine cause. Par quei *Pole* dit coment il avoit fait defaute et ore nad il pas son garrant, par quei nous demandoms jugement et prioms seisine de terre.—*Parn.* Nous desavowoms cel essone; qar nous dioms qe nient somons solonc lei de terre, ne par nous nul essone gette, prest a defendre par nostre lei &c.—*Pole*. Vous ne serrez pas resceu a dire qe cel essone ne fut pas gette par vous, pur ceo qe vous fustez garni a cesti jour<sup>4</sup> qe vous fust done par lessone; ovesqe ceo le jour qant lessone fut gette si vous nusez este essone le demandant ust ew seisine de terre, et auxint il avera ore si cel essone ne soit garranti. Et nepurkaunt, pur ceo qil refusa la lei, *HILLARY* agarda qe le demandant ne prist rienz &c.

<sup>1</sup> I. essones.

<sup>2</sup> I. ly pur tenant.

<sup>3</sup> The passage in brackets is from I., and is not in T.

<sup>4</sup> I. pur ceo qe vous avez garde ore a cesti jour le jour.

A.D. 1337. § Andrew Luterel brought his writ of Ael against the Master of the house of St. Mark next B., and demanded against him the manor of F. with the appurtenances, except one messuage and one carucate of land in the same manor with the appurtenances, and he demanded the same messuage and carucate of land with the appurtenances by another præcipe in the same writ against one W. &c.—*Assh.* The form of a writ is that the demand shall be made "with the appurtenances," but the exception shall not be made "with the appurtenances;" but now in this writ "one messuage and one carucate of land with the appurtenances" are excepted; judgment of the form of this writ.—*Parning.* Afterwards, by another præcipe in the same writ, we demand against you that messuage and that carucate of land with the appurtenances; in the same way that we demand against William we have made the exception in the other præcipe against the Master; wherefore there is no defect in the writ.—*Trew.* The form of Chancery is that in the demand which one makes by his writ he shall say "with the appurtenances," and not so in the exception; wherefore, Sir, because this writ is not in form, it is abateable &c.—*STONORE.* The writ is in proper form in the demand, and although, according to the form of the Chancery, there is a word too much in the exception, yet seeing that the word does not contradict the matter in the writ, there is no reason to abate the writ; wherefore &c.

Quare de-  
forciat.

§ One John brought his writ against W. and demanded against him one messuage and one carucate of land, and said that he himself was seised as of freehold in time of peace &c., of which he deforces him.—*Pole.* This writ is given by Statute<sup>1</sup> against him who recovered by default; and we tell you that W. did not recover the tenements against J., but is in possession of those tene-

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<sup>1</sup> Westm. 2. 13 Edw. I. c. 4.

§ Andreu Luterel porta son bref dael vers le Mestre A.D. 1337. de la maison Seynt Marc juxt B.,<sup>1</sup> et demanda vers lui le maner de F. ove les appurtenances forspris un mies et une carue de terre en mesme le maner ove les appurtenances, et mesme le mies et la carue de terre ove les appurtenances il demande par un altre præcipe en mesme le bref vers un W. &c. — *Assh.* Forme de bref, qe la demande serra fait ove les appurtenances, mais la forsprise ne serra pas fait ove les appurtenances; mes ore en cesti bref un mies une carue de terre ove les apurtenances sont forspris; jugement de la forme de cesti bref.—*Parn.* Apres, par un altre præcipe en mesme le bref, nous demandoms vers vous cel mies et cele carue de terre ove les apurtenances; par la manere com nous demandoms vers William nous lavoms forspris en lautre præcipe vers le Meistre; par quei il nad pas defaute en le bref.—*Trew.* Fourme de Chauncellerie est qen la demande qe homme fait par son bref qil dirra ov les apurtenances et ne mie en la forsprise; par quei, Sire, pur ceo qe cesti bref nest pas de fourme il est abatable &c.—*STONOR.* Le bref est done de fourme en la demande, et coment qil eit un paroule plus en la forsprise qe ne deit estre par la forme de la Chancellerie, la ou la paroule nest pas a contraire de la matere en le bref, il nad pas cause dabatre le bref; par quei &c.

§ Un Johan porta son bref vers W. et demanda de-  
vers lui un mies et une carue de terre, et dit qil mesme fut seisi com de frank tenement en temps de pees &c. les queux il lui deforce.—*Pole.* Cesti bref est done par lestatut vers celui qe recovery par defaute, et vous dioms qe W. ne recoverast pas les tenementz vers J.,

Quare de-  
forciat.

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<sup>1</sup> I. Bristut.



A.D. 1337. ments by the feoffment of one R. who recovered them, and the Statute only gives this writ against him who recovered, and gives permission to the tenant to show his right according to the nature of the first writ; so he cannot sue this writ; wherefore &c., judgment if this writ lies against us. — *Trewith*. This is to our action, wherefore will you have this for an answer?—*SCHARSHULLE* said that this writ is given by statute, and against no other than against him who recovered by default, and of this he wishes judgment to be given: and one shall find that your action as put in force by your writ shall perish by the demise of the tenant: for if he against whom I can have an action by writ of re-disseisin alien to another, I cannot have a writ of re-disseisin against him who has entered by the feoffment.—*Parning*. That is not to be wondered at, for no other person can be a re-disseisor than he who committed the tort; wherefore he will have his recovery by assise or writ of Entry founded on novel disseisin, and thus he is not without his recovery. But here in this case, if he have not his recovery by this writ he is without recovery &c. Quære &c.; for I think that although my re-disseisor devests himself in favour of another I shall have my recovery by a writ of re-disseisin against him and against the tenant &c. Quære &c.—*Trewith*. The Statute gives a recovery by this writ to the tenant for life who lost by default; and if he who recovers by default can by divesting him oust the tenant from his recovery, the Statute was made in vain.—*HILLARY*. He who lost by default could freshly purchase his writ against him who recovered and have his writ dated on the day when he lost; and since he did not do so and the statute does not give the writ against any other than him who recovered, it is right that he should suffer for his own laches &c.

Cessavit.      § One William brought his writ of Cessavit against one J., and said that he held of him a messuage with

eynz est eynz en ceus tenementz par feffement un R. A.D. 1337. qe les recoverast, et lestatut ne doune pas cesti bref fors qe seulement vers celui ne recovery, et donne al tenant qil purra mustrer son dreit solonc la nature de primer bref, issint ne poet il pas suivre cesti bref, par quei &c. jugement si cesti bref vers nous gise.—*Trew.* Cest a nostre accioun, par quei voillez ceo pur respons. —*SCH.* dit qe cesti bref est done par estatut, et devers nul autre fors qe devers celui qe recovery par defaute, et de ceo voet il estre ajugge; et homme trovera qe vostre accioun a user par vostre bref perira par demise de tenant; qar si celui vers qui jeo puisse avoir accioun par bref de redisseisine aliene a un autre, jeo ne puisse aver bref de redisseisine vers celui qest entre par feffement.—*Par.* Ceo nest pas merveille, qar autre ne poet estre dit redisseisour forsqe celui qe fist la tort; par quei il avera son recoverir par assise ou par bref dentre foundu sur la novele disseisine, issint nest il pas sanz son recoverir; mais ici en ceo cas sil neit son recoverir par cesti bref il est sanz recoverir, &c.<sup>1</sup> Quære, &c. quia credo coment qe moun redisseisour se demet a un autre qe jeo avera moun recoverir par bref de redisseisine vers celui et vers le tenant. — *Trew.* Lestatut donne recoverir par cest bref al tenant a terme de vye qe perdi par defaute, et si celui qe recoveri par defaute purra par sa demyse ouster le demandant par soun recoverir, en vayn fut lestatut fait.—*HILLARY.* Celui qe perdi par defaute il purra frechement purchaser soun bref vers celui qe recoveri et aver soun bref de la date del jour qil perdi, et <sup>2</sup> il ne fit pas; lestatut ne donne pas bref vers autre fors vers celui qe recoveri.

§ Un William porta son bref de Cessavit vers un J. Cessavit. et dit qil tint de lui un mies ove les apurtenances

<sup>1</sup> The remainder of this case is from L. | <sup>2</sup> I. et quant.

A.D. 1337. the appurtenances by fealty and by the service of 3s. by the year, and said that the messuage ought to revert to him, because he (J.) had ceased for two years.—*Rokel*. Whereas he says that we held of him a messuage &c., we say that we hold of William the same messuage and three acres of land and one acre of meadow, as one holding, by fealty and by the service of 18d. by the year, and we tell you that William disseised J. of the land and of the meadow and is at this day tenant thereof by his disseisin; wherefore we demand judgment of the writ.—*Gayneford*. We have said that you hold of us a messuage by the services which we have stated, to which you answer not, wherefore we demand judgment.—Wherefore *Pole* did not dare to demur upon that, but said that J held of William a messuage and three acres of land and one acre of meadow, and is at this day tenant by his disseisin; and he said moreover that half a year before this writ was purchased, William himself took a distress in the same messuage for services in arrear, upon which there is a plea still pending between them, judgment of this writ.—*Parning*. Say then what distress he took.—*Rokel* said that he took pots of brass and frying-pans, and the doors of the house and the windows.—*Parning*. Will you say that the distress was sufficient for the services in arrear?—*Rokel* said that the same distress was sufficient.—*Quære*.—*Gayneford* offered to aver that he had not taken any distress, ready &c.—The other side said the contrary.

Entre ad  
terminum  
qui pre-  
terit.

§ Joce de S. brought the writ against one William and demanded certain tenements of his own seisin: and the writ said "into which William had not entry unless " after the lease which Joce himself made to this William for a term which has passed." William vouched to warranty one J., wherefore a writ issued to summon John, returnable &c.; at which day J. came; William came not; wherefore the petit Cape issued returnable at this day, and William came not, wherefore Joce prayed

par feaute et par les services de treis souz par an, et A.D. 1337. dit qe le mies a lui dust revertir pur ceo qe il avoit cesse par deus aunz.—*Rok.* La ou il dit qe nous tenoms de lui un mies &c., la dioms nous qe nous tenoms de W. mesme le mies et treis acres de terre et une acre de pree com une tenance par feaute et par les services de xviii. deners par an; et vous dioms qe W. disseisi J. de la terre et del pree, et est huy ceo jour de ceo tenant par sa disseisine; par quei nous demandoms jugement de cesti bref.—*Gain.* Nous avoms dit qe vous tenez de nous un mies par les services com nous avoms dit, a quei vous ne responez pas; par quei nous demandoms jugement.—Par quei *Pole* nosa pas demorer sur ceo, eynz dit qe J. tynt de W. un mies et treis acres de terre et une acre de pree, et est huy ceo jour tenant par sa disseisine; et dit outre qun demi an avant cesti bref purchase W. mesme prist une destresse en mesme le mies par service arere, sur quei il ad unqore plee entre eux pendant, jugement de cesti bref.—*Par.* Ditez donques quele destresse il prist.—*Rok.* dit qil prist potz darrain et payels et les us de les mesouns et les fenestres &c.—*Parn.* Voillez vous dire qe la destresse fut suffisante a les services arere?—*Rok.* dit qe mesme la destresse fut suffisante. Ideo quære.—*Gayn.* tendi daverer qil avoit pris nul destresse, prest &c.—*Alii* e contra.

§ Joce de S. porta bref vers un William et de-  
 manda certeinz tenementz de sa seisine demene: et  
 le bref voleit en les yeux William navoit entre si  
 noun pus le lees qe Joce mesme fist a mesme cesti  
 W. a terme qe passe est. William voucha a garantie  
 un J., par quei bref issist a somondre Johan retourn-  
 able &c.; a quel jour J. vynt, W. ne vynt pas; par  
 quei le petit cape issist retournable a cesti jour, et  
 W. ne vynt pas, par quei Joce pria seisine de terre.

Entre ad  
 terminum  
 qui pre-  
 teriit.

A.D. 1337. seisin of the land.—*Parning* came and said that William had nothing in those tenements except for term of his life by a lease from Robert Jorce which saved the reversion to him and his heirs; and we tell you that Robert is dead and that the reversion belongs to one Alice his daughter, wife of Richard de F.; wherefore you have here Richard and Alice who pray to be received to defend the right of Alice.—*Pole*. We say that Robert had issue Margery and Katherine who are alive and we do not think that we have any need to answer this Alice who prays to be received together with her husband without those who are daughters and heirs of Robert, according to the form of their prayer by which he supposes that Alice is the sole heir of Robert.—*Parning*. Then they pray to be received to defend the right of Alice on account of the third part which belongs to her.—*Pole*. Then we pray seisin of the land by the default of William as to two parts.—*STONORE*. Answer first to the prayer of Richard and Alice.—*Pole*. We tell you that Richard and Alice shall not be received; for we tell you that very true it is that the reversion of the same tenements after the death of William belonged to Robert Jorce, who granted the reversion to Ralph de F. and his heirs for ever, by which grant William attorned to Ralph; which Ralph granted after the death of William the reversion to Elizabeth de M. for the term of her life, and after the death of Elizabeth that the reversion should remain to Robert Jorce and his heirs for ever; and we tell you that Elizabeth is alive, and so on the day of the purchase of this writ the reversion immediately expectant on the death of William belonged to Elizabeth for the term of her life; wherefore we do not think that Richard and Alice shall be received during the life of Elizabeth.—*Parning*. At the commencement Richard and Alice prayed to be received for the entirety as heir of Robert, and then you counterpleaded our prayer because we were one of the heirs of

—*Parn.* vynt et dit qe W navoit riens en ceux tene- A.D. 1337.  
mentz forsqe a terme sa vie del lees Robert Jorce qe  
salva la reversion a lui et a ses heirs; et vous dioms  
qe R. est mort, issint est la reversion a une Alice  
sa fille la femme Ricard de F., par quei vous avez  
ci Ricard et Alice qe prient destre resceu a defendre  
le dreit Alice.—*Pole.* Nous dioms qe Robert ad issue  
Margerie et Katerine qe sont en vie et ceste A. qe  
prie de estre resceu ensemblement ove son baron;  
sanz ceux qe sont filles et heirs Robert nentendoms  
pas qe a la manere de lour priere par la quele il  
suppose A. estre soul heir a Robert eioms mester a  
respondre.—*Parn.* Donques il prient de estre resceu a  
defendre le dreit Alice qe a lui appent de la terce  
partie.—*Pole.* Donques nous prioms seisine de terre par  
la defaute W. en dreit de les deus parties.—*STONOR.*  
Responez primes a la priere Ricard et Alice.—*Pole.*  
Nous vous dioms qe Ricard et A. ne serrount pas  
resceuz, qe nous vous dioms qe bien est verite qe  
la reversion de mesme les tenementz apres la mort  
William fut a Robert Jorce, le quel granta la rever-  
sion a Ralf de F. a lui et a ses heirs as toutz jours,  
par quel grant William attorna a Ralf, le quel Ralf  
granta apres la mort W. la reversion a Elizabeth de  
M. a terme de sa vie, et apres le deces E. qe la re-  
version demorast a Robert Jorce a lui et a ses heirs  
a toutz jours; et vous dioms qe E. est en vie, issint  
fut la reversion jour de cesti bref purchase immediate  
apres la mort W. a E. pur terme de sa vie; par quei  
nentendoms pas qe Ricard et A. serrount resceu  
vivant E.—*Parn.* A commencement Ricard et A.  
prierent de estre resceu qant a lentier com heir  
Robert, et donques vous countrepledastes nostre priere  
pur ceo nous sumes un des heirs R., et par tant

A.D. 1337. Robert, and thereby you granted that we were receivable, as to our portion.—*Pole*. I vouch the record of the Court that my first plea was that we had no need to answer to their prayer, because by their prayer they suppose Alice to be sole heir of Robert, whereas she is only co-heir of Robert together with Margery and Katherine; wherefore by the manner of my plea nothing shall be held to be not denied by me; wherefore when they pray to be received in respect of the portion which belongs to Alice, then it is time enough for me to counterplead the rescit in respect of that portion.—*Parning*. For anything that you have yet said they shall be received in respect of the portion; for you yourself have admitted that the right of the reversion belongs to the heirs of R. Jorce although there is a mesne reversion in Elizabeth for the term of her life.—*HILLARY*. The statute<sup>1</sup> says that he to whom the reversion belongs immediately after the death of the tenant who makes default shall be received &c.; but in this case the reversion is not after the death of William to the heirs of Robert, but belongs to Elizabeth for the term of her life. We have seen that where he to whom the reversion rightfully belonged had granted the reversion to another for the term of his life, and brought his writ of Waste, he was received to his writ of Waste.—*Parning*. No wonder, for by his writ of Waste he aimed to defeat the estate of the tenant and also the estate of him to whom the mesne reversion belonged; but he who prays to be received aims at saving the estate of the tenant and also the estate of him to whom the mesne reversion belongs; wherefore he is receivable.—*STONORE* said to *Pole*, You have said that on the day of the purchase of this writ the reversion belonged to Elizabeth; say to whom the reversion now belongs.—*Pole*. We tell you that pending this writ Elizabeth has granted the reversion to T. de Gurnay, and also this Richard and Alice have granted

<sup>1</sup> Westm. 2. 13 Edw. I. c. 5.

grantastes vous nous estre resceivable qant a nostre A.D. 1337.  
porcion.—*Pole*. Jeo vouche record de court qe moun  
primer plee fust qe nous navioms pas mester de res-  
poundre a lour priere, pur ceo qe par lour priere il sup-  
posent A. sole estre heir a Robert, ou ele nest forsque  
coheir a Robert oveqe Margerie et Katerine, par quei  
par manere de mon ple rienz ne serra tenuz a nient dedit  
de moi; par quei qant ils prient destre resceu pur la  
porcion qapartient a A. donques ai jeo temps a countre-  
pleder la resceite de cele porcion.—*Par*. Pur rienz qe  
vous avez oncore dit ils serront resceu pur la porcioun;  
qe vous avez conu mesme qe le droit de la reversion  
est a les heirs R. Jorce coment qil eit men reversion  
a E. pur terme de sa vie.—*HILLARY*. Le statut voet qe  
celi a qi la reversion est immediate apres la mort le  
tenant qe fait defaute serra resceu &c.; mais la rever-  
sion en ceo [cas] nest pas apres la mort W. as heirs  
Robert, eynz est a E. pur terme de sa vie. Nous  
avoms vew qe celui a qui la reversion fut de droit,  
la ou il avoit grante la<sup>1</sup> reversion a un altre pur  
terme de sa vie, qil porta son bref de Wast et ne fut  
pas resceu a son bref de Wast.—*Parn*. Ceo ne fut  
pas merveil, qe par son bref de Wast il est a defaire  
lestat le tenant et auxint lestat celui a qui le meen  
reversion fut; mais celui qe prie de estre resceu il  
est a salver lestat le tenant et auxint lestat celi a  
qi le meen reversion est &c.; par quei il est resceiv-  
able.—*STONORE* dit a *Pole*, Vous avez dit qe al jour  
de cesti bref purchase qe la reversion fut a E.; dites  
a qui la reversion est huy ceo jour.—*Pole*. Nous vous  
dioms qe pendant cesti bref E. ad grante la reversion  
a T. de Gurnay, et auxint ceste R. et A. unt grante

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<sup>1</sup> I. avoit meen.



A.D. 1337. the reversion belonging to them to the same T., by which grant William has attorned to T., ready &c., and we pray judgment if he shall be received.--*Parning*. You shall not get to say that, because at the commencement you counterpleaded our rescit because there was a mesne reversion in Elizabeth for the term of her life, admitting the reversion to belong to us after her death; wherefore you shall not get to foreclose us sharply of the reversion. — *Pole*. I vouch the record of the Court that I did not say that the reversion belonged at this day to Elizabeth, but that it did on the day when the writ was purchased: and besides, let what I have said as to the two parts stand; and as to the two parts we pray seisin of the land. — *Parning*. On this writ the Court has not power to adjudge seisin of the land or of anything else to you, for the Court ought ex officio to abate the writ; for the writ says, "and into which" William has not entry except after the lease which "Joce made to the said William;" so he can have a writ in the "per," and a writ in the "post" is given by statute<sup>1</sup> only in the case where a writ in the "per" does not lie; wherefore &c.—*STONORE*. You are not yet a party with the demandant to plead &c., and the tenant has accepted the writ as good.—*Parning*. I have seen that the Abbat of St. Alban's brought his writ for suit to a mill, and the defendant admitted the suit, and yet the Justices would not go to judgment for the Abbat until they were commanded by the common council of parliament: see above in Easter term in the sixth year; and besides this, Joce has admitted the contrary of his writ, for he has acknowledged that William holds for term of his life by lease from R. Jorce, and thus he has abated his writ.—*Pole*. I vouch the record of the Court that I did not say it, for I only said that I admitted that the reversion belonged to Robert.—And so it was recorded to be. Wherefore as to the two parts seisin of the land was adjudged to Joce &c. And as to the third part *Parning*

<sup>1</sup> 52 Hen. III. c. 29.

la reversion ranqe a eux attient a mesme cesti T., A.D. 1337. par quel grant W. est attourne a T., prest &c., et demandoms jugement sil serra resceu. — *Par.* Vous navendrez pas a dire ceo, pur ceo qe al commencement vous contrepledastez nostre resceite pur ceo qil avoit meen reversion a E. pur terme de sa vie, grantant la reversion a nous apres son deces; par quei a forsclore nous de nett de la reversion vous navendrez pas. — *Pole.* Jeo vouche record de Court qe joe ne disoie qe la reversion fut huy ceo, jour a Elizabeth, eynz le jour de cesti bref purchase; et ovesqe ceo esta ceo qe jeo ai die &c. qant a les deus parties; et qant a les deus parties nous prioms seisine de terre. — *Parn.* Sur cesti bref la court nad pas power de agarder a vous seisine de terre de nul rienz, qe la court de office doit abatre le bref, qar le bref voet et en les yeux W. nad entre sinoun puis le lees qe Joce fist a mesme cesti W., issint poet il aver bref en le per, et bref en le post est done par statut et soulement en le cas ou bref en le per ne gist pas; par quei &c. — *STONORE.* Vous nestis pas unquore partie ov le demandant a pleder &c., et le tenant ad accepte le bref bon. — *Parn.* Jai vew que labbe de Seynt Alban porta son bref de sute de molin, et le defendant conust la secte, et uncore les Justices ne voleint aler a jugement pur labbe tanqe il furent comandez par comune conseil de parlement; vide supra Paschæ vi<sup>to</sup>; et ovesqe ceo, Joce ad conu le contraire de son bref, qe il ad conu qe William tynt a terme de sa vie del lees R. Gorce, issint abatu son bref. — *Pole.* Jeo vouche record de court qe jeo ne le disoie pas, qe jeo ne disoie autre fors qe conusai qe la reversion fust a Robert. Issint fut ceo recorde, par quei qant a les deus parties seisine de terre fut agarde a Joce &c. Et qant a la terce partie *Parn.* tendist

A.D. 1337. offered to aver that Richard and Alice had not granted to T. de Gurnay, ready &c. And the other side said the contrary. And they found surety for the issues &c.

Dower. § Alice who was the wife of Thomas de Westone brought the writ against J., and the attorney of J. came and vouched to warranty an infant en ventre sa mère, as heir of one Robert, if God should allow him to be born, and if not, he vouched to warranty one William brother and heir of Robert.—HILLARY. In a writ of Dower one shall not be received to vouch an infant under age without a specialty; wherefore have you any specialty in hand to witness the voucher?—And the attorney said that he had not.—HILLARY ordered him to take advice.—Pole. Why should he take advice? I will not allow him to change his plea; and he has vouched an infant under age, and he has himself admitted that he has no deed to put forward to witness his voucher; whereof we demand judgment and pray our dower.—STONORE. Your statement would bind, if he had precisely vouched an infant under age by a certain name; but he has vouched one en ventre sa mère, if God allow him to be born, and if not, he has vouched William the brother of Robert; wherefore it seems that he has no need in this case to put forward a specialty; for no summons shall yet issue against the infant, nor perchance ever shall &c.—And upon this came *Gayneford* and vouched simply William brother and heir of Robert without mentioning the infant en ventre sa mère.—Pole. Heretofore the attorney himself vouched in a different manner; wherefore he shall not get to change his voucher.—And, notwithstanding, *Gayneford's* voucher was accepted.

Præcipe  
quod red-  
dat.

§ William brought his writ against Robert and Maud and demanded certain tenements.—*Trewith*. Robert and Maud tell you that those tenements were in the seisin of one John, who thereof was seised and died seised as of fee; after whose death those tenements descended to

daverer qe Ricard et A. navoint pas grante a T. de A.D. 1337. Gurneys, prest &c. Et alii e contra. Et il troverent soerte des issues &c.

§ Alice qe fut la femme Thomas de Westone porta Dower: bref vers J., et lattorne vynt et voucha a garrantie un enfant en le ventre sa mere com heir un R., si Dieu lui doigne nestre, et si non, il voucha a garrantie un William frer et heir Robert.—HILLARY. En un bref de Dower homme ne serra mie resceu de voucher un enfant deynz age sans especialte; par quei avez nul especialte en poigne qe testmoigne le voucher? Et lattorne dit qe noun.—HILLARY lui comanda de prendre conseil.—Pole. A quei faire prendreit il conseil? Jeo ne voil pas soefrer qil change son ple; et il ad vouché un enfant deynz age, et il ad mesme conu qil nad nul fait de mettre avant de testmoigner son voucher; de quei nous demandons jugement et prioms nostre dower.—STONORE. Vostre dit liereit sil ust precise vouché un enfaunt deynz age par certain noun; mes il ad vouché en le ventre sa miere, si Dieu lui doigne nestre, et si noun, il ad vouché William le frer Robert, par quei il semble qil ne busoigne pas en ceo cas de mettre avant especialte, qe nul somons serra fait uncore devers lenfant, ne par cas jammes &c.—Et sur ceo vynt Gayn., et voucha simplement William frere Robert sanz riens parler del enfant en le ventre sa miere.—Pole. Avant ces hures lattorne mesme ad vouché autrement, par quei il navendra mie de changer son voucher. Et nepurkant le voucher Gayn. fut accepte &c.

§ William porta son bref vers Robert et Maude sa femme et demanda certainz tenementz.—Trew. Robert et M. vous dient qe ceux tenementz et autres furent en la seisine un Johan, qe de ceux fut seisi et morust seisi com de fee, apres qi mort ceux tenementz descendirent

Præcipe  
quod red-  
dat.

A.D. 1337. this. Maud and to Alice her sister as to two daughters and one heir, who entered and made partition between them, so that the tenements now demanded were allotted as the portion of Maud in satisfaction of the other tenements; so Robert and Maud hold these tenements in parcenary with Alice the sister of Maud, and they pray aid of Alice.—And the aid was granted. Wherefore the writ issued to summon Alice, returnable &c.; and she did not come; and also Robert and Maud made default; wherefore the petit Cape issued, returnable now; and Robert made default, wherefore Maud prayed to be received to defend her right, and she was received, and she vouched to warranty Alice the daughter of John, and Robert and Maud.—*Gayneford*. Maud has vouched Robert her husband and herself with Alice her sister; wherefore we do not think that without showing a cause she shall be received to such a voucher.—*Trewith*. We will show a cause; for we tell you that John the father of Maud and Alice gave these same tenements to Robert and Maud in fee tail, and bound himself and his heirs [to warranty] and for such estate we vouch to warranty.—*Gayneford*. You shall not get to say that John devested himself of those tenements; for heretofore Robert and Maud prayed aid of Alice because John their father died seised of those tenements and of other tenements; wherefore you shall not now get to say that he devested himself.—And because what was previously pleaded was considered to have been the plea of the husband alone, Maud's voucher was received.

Debt.

§ Master Adam de Pykering, late parson of the church of N., brought his writ of Debt against John de F. and William de M., executors of the testament of Robert de Pykering, late Dean of the church of St. Peter of York and guardian of the spiritualities of the Archbishopric of York, the see being vacant, and to whose hands the goods of one Elys de T. who died intestate came, and demanded against them 60*l.*; and said that

a ceste Maude et a Alice sa soer com a deus filles et A.D. 1337. un heir, les queux entrèrent et fesoient la purpartie entre eux, issint qe les tenementz ore demandes furent allotes a la purpartie Maude en allowance des autres tenementz; issint tiegnent R. et M. ceux tenementz en parcenerie ove A. la soer M., et prient eide de A. Et leide fut grante; par quei le bref issint de somondre A. retournable &c.: et ele ne vynt pas; et auxint R. et M. fesoient defaute, par quei le petit Cape issint retournable a ore; et ore Robert fait defaute, par quei M. pria de estre resceu a defendre son dreit, et fut resceu et voucha a garrantie A. la fille J. et Robert et M.—*Gain*. M. ad vouché Robert son baron et lui mesme ovesqe A. sa soer, par quei nentendoms pas qe sanz cause moustrer qele serra resceu a tiel voucher.—*Trew*. Nous voloms moustrer cause, qe nous vous dioms qe J. le pere M. et A. dona mesme ceux tenementz a R. et a M. en fee tale, et obliga lui et ses heirs, et de tiel estat nous vouchoms a garrantie.—*Gain*. Vous navendrez pas a dire qe J. se demist de ceux tenementz; qar avant ces hures Robert et M. prierent eide de A. pur ceo qe J. lour pere morust seisi de ceux tenementz et daltre tenementz; par quei a dire ore qil se demist de ceo vous navendrez pas.—Et pur ceo qe ceo qe fut plede avant fut entendu le ple le baron soulement, le voucher Maude fut resceu.

§ Mestre Adam de Pykering nadgaires persone del eglise de N.<sup>1</sup> porta son bref de dette vers Johan de F. Dette. et William de M. executours del testament Robert de Pykering nadgaires Dean del eglise de Seynt Piere de Euerwyke et gardeyn del espiritualte del Ercevesche de Euerwike le see vacant, a qui meyns les biens un Elys de T. qe devia intestat devindrent, et demanda devers eux lx. livres, et dit qe certain jour et an &c.

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<sup>1</sup> I. Neushome.

A.D. 1837. on a certain day and year &c. the said Elys, by this deed which is here, bound himself to the said Adam in 40*l.* to be paid on a certain day, and also on the same day to buy from him a certain quantity of wheat for 20*l.* to be paid on the same day, on which day de did not pay; wherefore &c.—*Parning*. This writ is given by statute,<sup>1</sup> and only against the Ordinary; and this writ is brought against the executors of the Ordinary; wherefore we ask judgment if he ought to be received to this writ.—*Trew*. This is to the action: do you wish to make this your answer?—*Parning*. Our plea is that you shall not be received to this writ, because the statute does not give this writ against any other person than the Ordinary; and if the Court see fit that you should be received we are ready to answer.—*Trewith*. By the statute the Ordinary is made debtor; and in the case where a man is bound for a debt, if he die without paying the debt his executors will be bound, although the obligation does not state by express words that his executors are bound: so here, because the Ordinary is bound by statute, by the same statute shall his executors be bound, although the statute does not by express words state that his executors are bound.—*ALDEBURGH*. The law is not the same when given by statute as at common law; for at common law the executors shall be bound according as they have goods of the deceased in their hands; but in this case you seek to recover against the executors because the goods of the intestate came into the hands of the testator, which thing they cannot know of; wherefore it seems that the writ is not maintainable against them.—*Trewith*. In Trinity term in the 16th year of the reign of the father of the present king Robert de Pykering was received to such a writ which he brought against the executors of the Ordinary &c.—And upon this a day was given over.

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<sup>1</sup> Westm. 2. 13 Edw. I. c. 19.

lavantdit Elys, par ceo fait qe cy est, granta estre A.D. 1337. tenuz al avantdit Adam en xl<sup>l</sup> livres a payer a tiel jour, et auxint a mesme le jour achata de lui tiel blee pur xx. livres a payer a mesme le jour, a quel jour il ne paya pas; par quei &c.—*Parn.* Cesti bref est done par estatut, et tantsoulement vers Ordiner, et cesti bref est porte vers les executours le Ordiner, par quei nous demandoms jugement si a cesti bref il doit estre resceu.—*Trew.* Cest al accioun; volez vous ceo pur respons.—*Parn.* Nostre ple est qe vous ne serrez resceu a cesti bref, pur ceo qe lestatut ne donne pas cesti bref vers autre persone qe devers Ordiner; et si la court veie qe vous serrez resceu, prest a respondre.—*Trew.* Par lestatut le Ordiner est fait dettour; et en cas ou homme est oblige en une dette, sil devie sanz payer la dette ses executours serront obligez, tut ne face le obligacion pas expresse paroules mencion qe ses executours sont obliges; auxint cy, pur ceo qe lordiner est oblige par estatut, par mesme lestatut ses executours serront obligez, tut ne face mie lestatut par expresses paroules mencion qe les executours sount obligez.—*ALD.* Il nest par une lei qest done par statut et de la comune ley; qar a la comune ley des executours serront obligez solonc ceo qils ount des biens la mort entre meyns; mais en ceo cas vouz estez a recoverer vers les executours pur ceo qe les biens de lui qe devia intestat devindrent en les meyns le testatour, quele chose ils ne pount conustre; par quei il semble qe le brief nest pas meyntenable vers eux.—*Tr.* Tri. xvi. patris Regis nunc Robert de Pykering mesme fut resceu a tiel bref qil porta vers les executours lordiner &c. Et sur ceo jour fut done outre.

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<sup>1</sup> T. lx.



A.D. 1337. § William brought his writ of Formedon in the descender against Robert, and demanded certain tenements, and said that Richard gave the same tenements to Roger and A. his wife and the heirs of their two bodies, by which gift &c.; and he made the descent by the form from Roger and Alice to William as son and heir.—*Trewith.* You have here Robert who tells you that William cannot have an action; for he says that Roger his father, whose heir he is, gave the same tenements to John the father of Robert, whose heir he is, and to Margery his wife, to have and to hold to them and the heirs of John; and we tell you that Margery is dead, and we tell you that if Robert were impleaded by a stranger, William as heir of Roger would be bound to warrant the same tenements to Robert as heir of John; and we demand judgment if he can have an action. And besides, he has assets by descent in fee simple from Roger, ready, &c. And we tell you moreover that William is under age, and we pray that the parole may demur until he comes of age &c.—And he put forward the deed.—*Pole.* Whereas he says that Margery is dead, we tell you that Margery is alive, and we do not think that during the life of Margery we have any need to answer to the deed in Robert's hand.—*Trewith.* Your plea reaches to no other effect than that you ought not to warrant during the life of Margery, and on this plea it is fit that this [our] plea should be held as not denied by William, and this one under age cannot do; wherefore it is fit that the parol should demur until his full age; for if the issue be taken whether Margery be dead or alive, and it be found that she is dead, William will be barred of his action.—*Pole.* He will not be; but then first of all he will be put to answer to the deed, because you will then be in a situation to use it.—*STONORE.* Not so; for if the issue shall be taken it will be peremptory on both sides; wherefore it is fit that the parol demur.—*SCOT.* Although Margery be alive Robert shall be received to plead in

§ William porta son bref de forme doun en le des- A.D. 1337.  
 cender vers Robert, et demanda certeinz tenementz, et <sup>Forma</sup>  
 dit qe Ricard dona mesmes les tenementz a Roger et <sup>donacionis.</sup>  
 a A. sa femme a eux et a les heirs de lour deus corps  
 issantz, par quel doun &c.; et fist la discente par la  
 fourme de Roger et A. a W. com a fitz et heir.—*Trew.*  
 Vous avez ci Robert qe vous dit qe W. ne poet accion  
 aver; qe il dit qe Roger son pere, qi heir il est, dona  
 mesme les tenementz a Johan pere Robert, qi heir il  
 est, et a Margerie sa femme a aver et tenir a eux et a  
 les heirs J.; et vous dioms qe M. est mort, et vous  
 dioms qe si R. fut emplede de un estrange, W. com  
 heir R. serroit tenuz a garrantir mesme les tenementz  
 a Robert com heir Johan; et demandoms jugement si  
 accion puisse il avoir: et ovesqe ceo, qil ad assetz par  
 descende de fee simple de part Roger, prest &c.: et vous  
 dioms outre qe W. est deynz age et prioms qe la paroule  
 demoerge tanqa son age &c. Et il mist avant le fait.  
 —*Pole.* La ou il dit qe M. est mort, nous vous dioms  
 qe M. est en vie, et nentendoms pas qe a ceo fait use  
 en la mayn Robert vivant M. eioms mester a respon-  
 dre.—*Trew.* Vostre ple namounte a autre effect fors  
 qe vous ne devez pas garrantir vivant M., et sur ceo  
 plee il covient qe ceo ple soit tenuz a nient dedit de  
 William, et ceo ne puet homme nient deynz age; par  
 quei il covient qe le plee demoerge tanqa son age; qar  
 si lissue se preigne le quel M. soit mort ou en vie,  
 et trove soit qe mort, W. serra barre daccioun.—*Pole.*  
 Non serra; mais adonques primes serra mys de respon-  
 dre al fait pur ceo qe vous estez tiel qe vous le poez  
 user.—*STONORE.* Il nest pas issint; qar si lissue serra  
 pris, il serra peremptorie dambepart; par quei y covient  
 qe le plee demoerge.—*SCOT.* Tut soit M. en vie Robert

A.D. 1337. bar by this deed, and not to vouch.—And to this nothing was said &c. — And afterwards *Pole* said that William had nothing by descent, ready &c.—And the other side said the contrary.—And the parole will demur until his full age, &c.

Entry sur  
disseisin.

§ John brought his writ of Entry against one Alice, and demanded certain tenements, and it said “into which Alice had not entry unless after the disseisin which Piers de F. committed on the said John.”—*Parning*. John cannot demand anything; for we say that Alice herself on such a day, before such Justices, brought her “cui in vitâ” against the said John and demanded those same tenements, and said “into which he had not entry unless by one R. to whom one W., late husband of the said Alice, leased them, to whom &c.,” and process was continued on the same writ until she recovered the tenements against him; and we pray judgment if he can demand anything against her.—*Pole*. Say by what judgment.—*Parning*. On default after default.—*Pole*. We say that Piers de F. disseised this John, as this writ states; which Piers enfeoffed one Adam of the tenements, and Adam enfeoffed Alice, and then W., the husband of Alice, aliened the same tenements, on which alienation she brought her writ against this John, and recovered, and thus she is remitted to her former possession, and also John to his action which he had for the disseisin which Peter committed, to which she answers not; wherefore we demand judgment and pray seisin of the land.—*Parning*. Now we demand judgment, since you have admitted that John lost by judgment which was given on default, in which case the law gives no other recovery than by a writ of Right: wherefore &c.—*Pole*. This is true, that he shall have no recovery except by writ of Right of that possession which he had before he lost; but for a higher cause of action he shall have another writ.—*Trewith* (ad idem). It would be wonderful if he should rather

serra resceu de pleder en barre par ceo fait et ne mie A.D. 1337. voucher. Et a ceo riens ne fut dit &c. Et apres *Pole* dit qe W. navoit riens par descende, prest &c. Et alii e contra. Et le plee demora tanqe a son age &c.

§ Johan porta son bref dentre vers une Alice, et <sup>Entre sur disseysine.</sup> demanda certains tenementz, et dit en les yeux Alice navoit entre sinoun puis la disseisine qe Piers de F. fist a mesme cesti Johan.—*Parn.* J. ne poet rienz demander; qe nous dioms qe A. mesme tiel jour devant tiels Justices porta son Cui in vita vers mesme cesti J. et demanda mesme ceux tenementz, et dit en les yeux il navoit entre sinoun par un R. a qi un W. jadis baron mesme cesti A. ceo lessa, a qi &c; proces continue sur mesme le bref tanqe ele recoveri vers lui les tenementz; et demandoms jugement sil purra devers lui rienz demander.—*Pole.* Dites par quel jugement.—*Parn.* Par defaute apres defaute.—*Pole.* Nous dioms qe P. de F. disseisi cesti Johan auxi com cesti bref voet; le quel Piers de les tenementz enfeffa un Adam, et cest Adam enfeffa A., et puis W. baron A. aliena mesme les tenementz, sur quele alienacion ele porta son bref vers cesti Johan et recovera, issint est ele mys a la possession avant, et auxint J. a sa accion quele il avoit de la disseisine qe P. fit, a quei il ne respond pas; par quei nous demandoms jugement et prioms seisine de terre.—*Parn.* Ore demandoms jugement del hure qe vous avez conu qe Johan perdi par jugement qe se tailla sur defaute, en quel cas la lei ne donne autre recoverer fors qe par bref de dreit; par quei &c.—*Pole.* Ceo est verite, de cele possession qil avoit avaunt qil perdist il navera autre recoverer fors qe par bref de dreit; mais dune accion plus haute il avera altre bref.—*Trew.* (ad idem). Il serroit merveil sil serroit plus

A.D. 1337. be ousted from this writ by a judgment given on a default than he would be by a judgment given in an action that was tried.—*Parning*. Such is the law &c.—*ALD*. When a man who is disseised purchases the tenements his action for the disseisin is extinguished.—*Pole*. When he purchases the tenements from one who can give him an estate by a true title his action for the disseisin is extinguished; but if the estate which he has by the purchase is defeasible and defeated he is put to his higher action.—And on this a day was given over.

Mesne.

§ One William brought his writ of Mesne against John de Fentone, and said that tortiously he does not acquit him of services which one Robert demands of him in respect of the freehold which he holds of him, and in respect of which he is mesne between them and ought to acquit him; and he said that he held of him by homage and fealty and escuage and by the service of 2s. by the year, for which services he ought to acquit him against all the world &c.; and he said that Robert demanded from him suit to his court of Melton every three weeks, and to do this he distreins him &c.—*Trew*. What have you to bind us to acquittance?—*Gayneford*. We hold of you, and your ancestors have acquitted us and our ancestors and those whose estate we have from all time &c., and you are seised of our homage and of our fealty &c.—*Trew*. Then will you have this as your title to bind us to acquittance?—And afterwards *Gayneford* said that William held the tenements of John, and that John was seised of William's homage and fealty, and that John and his ancestors had acquitted William and his ancestors from all time, ready &c.—*Trewith*. We pray that he state precisely whether he demands this acquittance as heir of his father or as heir of his mother.—*HILLARY*. He thinks it sufficient whether it be by one way or by the other.—*Trewith*. As heir he can not dereign this acquittance; for we tell you that he had an elder brother named Roger, who has

toust ouste de cesti bref par un jugement qe se tailla A.D. 1337. par defaute qil ne serra par un jugement qe se tailla sur accion trie.—*Parn.* Tiele est la ley &c.—*ALD.* Qant homme qest disseisi purchace les tenementz saccion de la disseisine est esteint.—*Pole.* Qant il purchace les tenementz de un qe lui purra estat faire par verrei tittle sa accioun de disseisine est esteint, mes si son estat qil ad par purchas est defesable et defait, il est mys a saccion de plus haut. Et sur ceo jour fut done outre.

§ Un William porta son bref de Meen vers Johan De medio. de Fentone, et dit qe atort il ne lui aquite de services qun Robert lui demande del franktenement qil tint de lui, et dount il est meen entre eux et aquiter lui doit, et dit qil tint de lui par homage fealte et escuage et par les services de deus souz par an, pur ceux services il lui doit aquiter vers toutes gentz &c., et dit qe Robert demanda de lui seute a sa court de Meltone de trois semaynes en trois semaynes &c., et a ceo faire lui destreint &c.—*Trew.* Quei avez vous de nous lier a laquitance?—*Gain.* Nous tenoms de vous, et vos auncestres ont aquitez nous et noz auncestres et ceux qi estat nous avoms de tut temps &c., et vous estes seisi de nostre homage et de nostre fealte &c.—*Trew.* Donqe voillez vous ceo pur tittle de nous lier a laquitance?—Et apres *Gain.* dit qe W. tint les tenementz de Johan, et qe J. fut seisi del homage et del feaute William, et Johan et ses auncestres avoint aquite W. et ses auncestres de tut temps, prest &c.—*Trew.* Nous prioms qil mette en certain le quel il est a demander ceste aquitance com heir son pere ou com heir sa miere.—*HILLARY.* Il quide le quel il soit par lun et par lautre qil lui suffist.—*Trew.* Com heir il ne poet ceste aquitance dereigner; qe nous vous dioms qil avoit un eisne frere Roger par noun, le quel ad issue

A.D. 1337. issue alive named G.; so that this William can not be heir while G. is alive; wherefore we do not think that he can by such a title dereign that acquittance.—*Gayneford*. Then you do not say that we did not enter these tenements after the death of Richard our father, as son and heir of Richard; and you admitted us to be your tenant, and are seised of our homage and of our fealty.—*Trewith*. You have taken your title to have this acquittance not only on the ground that we are seised of your homage and your fealty, but that we and our ancestors have acquitted you and your ancestors from time &c.; wherefore it is sufficient for me to traverse one point without which your title would not be sufficient as you suppose; and now you have taken for title to acquittance, a continuance of acquittance from ancestor to heir from all time &c.; wherefore it is enough for me to show that he can not be heir.—*ALDEBURGH*. If the younger brother enter as heir and hold the inheritance as heir he shall warrant as heir &c.; so here.—*Trewith*. That is true; but that case is not like this; for when he is in, it does not follow that he will be received as heir.—And upon this a day was given over.

§ Note that a writ was brought against one John and Maud, and they came, and Maud said that she claimed nothing in the tenements. John came and said that he was tenant of the entirety, and he vouched to warranty the same Maud.—*Parning*. John shall not be received to vouch Maud; for we tell you that John and Maud on the day when this writ was purchased held jointly, ready &c.; wherefore &c.—*Trewith* afterwards waived that voucher, and vouched for John one Richard son and heir of Robert.—*Parning*. John shall not be received to vouch; for we tell you that he held these tenements on the day when this writ was purchased jointly with Maud; wherefore he shall not be received to vouch alone; for by reason of Maud's disclaimer he can alone answer as tenant of the entirety without my

en pleine vie G. par noun, issint qe cesti W. vivant A.D. 1337. G. ne poet nully heir estre, par quei nentendoms pas qil puisse par tiel title cel aquitance dereigner.—*Gainer*. Donques vous ne dites<sup>1</sup> pas qe nous nentrames ceux tenementz apres la mort Ricard nostre pere com fitz et heir Ricard; et vous nous acceptastes estre vostre tenant, et estiz seisi de nostre homage et de nostre fealte.—*Trew*. Vous navez pas pris soulement vostre title daver ceste aquitance qe nous sumes seisi de vostre homage et vostre fealte, eynz qe nous et noz auncestres avoms aquite vous et voz auncestres de temps &c.; par quei a traverser un point sanz quel vostre title ne serra mie suffisant auxint com vous supposez il moi suffit; et ore avez pris pur title daquitance continuance daquitance dauncestre en heir de tut temps, par quei il moi suffist a mustrer qe il ne put nuly heir estre.—*ALD*. Si le pusne frere entre com heir et tint le heritage com heir il garrantira com heir &c., auxi ci.—*Trew*. Il est verite, mais il nest pas semblable; qe qant il est einz il ne suyt pas qil serra resceu com heir.—Et sur ceo jour fut done outre.

§ Nota qe bref fut porte vers un Johan et Maude, et il vindrent et M. dit qil ne clama riens en les tenementz. Johan vint et dit qil fut tenant del entier, et voucha a garrantie mesme cesti M.—*Parn*. A voucher M. J. ne serra mie resceu; qar nous vous dioms qe J. et M. jour de cesti bref purchase tindrent ceux tenementz joyntement, prest &c.; par quei &c.—*Trew*. apres weyva cel voucher, et voucha pur J. un Ricard fitz et heir Robert.—*Par*. J. ne serra pas resceu de voucher, qar nous dioms qil tynt ceux tenementz jour ce cesti bref purchase joynt ove M., par quei de voucher soul il ne serra pas resceu; qar par resoun del desclamer M. il purra soul respondre com tenant

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<sup>1</sup> I. dedites.



A.D. 1337. having the averment that they hold in common ; but if he will vouch alone, I shall oust him by averring that they hold in common.—*Trewith*. John and Maud might have vouched Richard the son of Robert, wherefore this is no more in delay of your action than the voucher by the two would be.—*Parning*. If they two had vouched I could not have counterpleaded in such manner, because I have by my writ supposed them tenants ; but here I do not suppose by my writ the tenancy of John to be such that he can vouch alone.—And nevertheless the voucher was received by the Court. Quære, because of the contrary above (8 Edw. III. f. 31., 3 Edw. III. f. 31., 37 Hen. VI. f. 3.).

*Replevin.*     § John de Thorntone complained that the Abbat of F. tortiously took his beasts.—*Trewith*. You have here the Abbat, who avows the taking &c. for the reason that he is the lord of the hundred of F., which hundred he holds of our lord the King at fee farm, within which hundred John holds a messuage and the moiety of a virgate of land, by reason of which tenements he owes suit to his hundred every three weeks, of which suit this same Abbat was seised by the hand of one Adam tenant of the same tenements, and he and his predecessors have been seised of the same suit by the hands of those who held the messuage and land, from time whereof &c.; and because the suit was twelve years in arrear before the day of the taking he avows &c. for the suit of the first two years.—*Parning*. By his avowry he supposes the messuage and land to have been in one hand always since time of memory : to this we say that in the time of King Edward, grandfather &c., the messuage was in the hands of one Margaret and at the same time the land was in the hands of one William ; judgment of this avowry.—*Trewith*. Will you have this as answer to the avowry ?—*Parning*. I plead in abatement of your avowry and give you another avowry.—STONORE. We will not abate the

del entier sanz ceo qe jeo averai laverement qils tenent A.D. 1337. en comune ; mais sil voldra soul vouchier jeo lui ousterai daverer qils tenent en comune.—*Trew.* J. et M. poient aver vouche Ricard le fitz R., par quei nient plus est ceo en delai de vostre accion qe ne serroit le vouchier de eux deux. —*Parn.* Si eux deux ussent vouche, jeo nel purrei pas aver countreplede en tiele manere, pur ceo qe jeo les ay suppose tenantz par mon bref ; mais cy jeo ne suppose pas la tenance Johan tiel par mon bref qil purra soul vouchier. Et nepurkant le vouchier fut accepte de Court. Quære quia contrarium supra (8 Ed. 3. f. 31, 3 Ed. 3. f. 31, 37 H. 6. f. 3.).

§ Johan de Thorntone<sup>1</sup> se pleint qe labbe de F. Replegiari. atort prist ses avers.—*Trew.* Vous avez [ci] labbe qe avowe la prise &c. par la resoun qil est seigneur del hundred de F., le quel hundred il tint de nostre seigneur le Roi a fee ferme, deynz quel hundred J. tynt un mies et la moyte dune verge de terre, par resoun des ceux tenementz il doit seute a son hundred de treis semeynes en treis semeynes, de quele seute mesme celi Abbe fut seisi par my la mayn un Adam tenant de mesme les tenementz, et lui et ses predecessours unt este seisi de mesme la seute par mayns de ceux qe tindrent le mies et la terre de temps dount &c. ; et pur ceo qe la seute fut a rere xii. aunz avant la jour de la prise il avowe &c. pur la seute de les primers deux aunz.—*Par.* Par savowerie il suppose le mies et la terre estre continue en un meyn tut temps pus temps de memorie ; a ceo dioms nous qen temps le Roi E., lael &c., le mies fut en la mayn une Margarete et a mesme le temps la terre fut en la mayne un William, jugement de ceste avowerie.—*Trew.* Volez ceo pur respons a lavower ?—*Parn.* Jeo plede en abatement de vostre avowerie, et vous doune altre avower.—STONORE.

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<sup>1</sup> I. has "Johan de F. se pleynt qe labbe de Thorntone."

A.D. 1387. avowry for anything that you have yet said.—*Parning.*

Then we say that in the time of King Edward the grandfather the messuage was in the seisin of one Margaret, and then the land was in the seisin of one William who long held the land without doing suit to his hundred, and before him others held the land who did not hold the messuage, so that neither the Abbat nor his predecessors were ever seised of the suit &c. from any one who held the land by itself; and we pray judgment if he can say that the land is charged with the suit: and we tell you that the place where he avows the taking is parcel of the land.—*Trewith.* Then you do not deny that we were seised of the suit by the hand of Adam who held the messuage and the land also, nor that the messuage and land are charged with the suit.—*Parning.* Although you were seised of the suit by the hand of him who held the messuage and the land, if my statement be true the suit shall be understood as done by reason of the messuage only and not by reason of the land.—*Trewith.* Since you do not deny the seisin by the hand of Adam who held the messuage and the land, you shall not be received to say that it was by reason of the messuage only if you will not admit the suit to be due from the messuage.—*Parning.* In this plea it is sufficient for me to discharge the land, in parcel of which land the distress was taken; and when you distrein in the messuage then I will plead whether the messuage be charged or not.—*STONORE.* If the messuage and the land were charged with one suit, although they afterwards came into different hands, still the suit is due from the whole; if he who holds the messuage do the suit he who holds the land is thereby discharged, and if afterwards the messuage and land come into one and the same hand he to whom the suit is due shall have his avowry to say that the suit is due from the messuage and from the land.—*Parning.* Sir, it is not so; for at common law if tenements for which a suit is due be divided into several parts, the lord shall have suit from each parcel; but now

Pur riens qe vous avez uncore dit nous ne voloms A.D. 1337. abatre ceste avowerie.—*Parn.* Donqe dioms qen temps E. lael le mies fut en la seisine une Margerie, et adonqe la terre en la seisine un William, qe tynt lunge-ment la terre sanz faire seute a son hundred, et avant lui altres tindrent la terre qe ne tindrent pas le mies, issint qe labbe ne ses predecessours ne furent unqes seisi de seute &c. de nulli qe tint la terre a per lui; et demandoms jugement sil purra dire qe la terre soit charge de seute; et vous dioms qe le lieu ou il avowe la prise est parcele de la terre.—*Trew.* Donqes vous ne dedites pas qe nous estoïemes seisi de la seute par my la mayn Adam qe tynt le mies et la terre auxi ne qe le mies et la terre nest charge de la seute. — *Parn.* Tut fustes seisi de la seute par my la meyn celui qe tynt le mies et la terre, si mon dit soit veritable la seute serra entendu fait par reson del mies soulement et ne mie par reson de la terre. — *Trew.* Del hure qe vous ne dedites pas la seisine par my la mayn Adam qe tynt le mies et la terre, auxint vous ne serrez pas resceu a dire qe ceo fut par reson de mies tantsoulement si vous ne voillez conustre la seute estre due del mies.—*Parn.* En ceo ple il moi suffist a descharger la terre en parcelle de quele terre la destresse fut prise; et qant vous destreignez en le mies donqes jeo plederai le quel le mies soit charge ou noun. — *STONORE.* Si le mies et la terre furent chargez de une seute, coment qils devindrent apres en diverses meyns, unqore est la seute due del enter; si celui qe tint la mies face la seute par taunt celi qe tint la terre est descharge, et si apres le mies et la terre devient en uni meyn, celui a qi la seute est due avera savowerie a dire qe la seute est due de mies et de la terre.—*Parn.* Sire, il nest pas issint, qar a la comune ley si tenementz dount une seute est due fut parcelle en plusures parties, le seigneur avereit seute de chesqune parcel; mes ore par lestatut est ordene qil navera fors qe

A.D. 1337. by Statute<sup>1</sup> it is ordained that he shall only have one suit; and the statute speaks only of suit service; wherefore suit real remains still as it was at common law: so when the tenancy is parcelled out, the suit is due from every parcel: and although the tenancy afterwards come into one and the same hand, still the several suits are as they were before, and no parcel is charged with the suit issuing out of another parcel &c.: and on this we will demur in judgment &c. And a day was given over &c. —And afterwards, at three weeks from Michaelmas, *Parning* said that before the time of Adam, who he said held the messuage and land, one Margery held the land discharged from the suit, and at the same time one William held the messuage, and before that time and from all time since time of memory the land was in the hands of tenants who held that land without doing suit to the hundred, and who had nothing in the messuage, ready &c.; and (said he) we do not think that in that place, which is parcel of the land, he can maintain that avowry.—*Trewith*. In this case I can not maintain my avowry for suit real without laying the seisin specially by the hands of some one, and besides generally by the hands of all the tenants since time of memory; and since his plea can not fall here in abatement of the avowry but properly to discharge the tenements, therefore it behoves him either to deny the seisin which we have alleged by the hand of Adam or to admit the seisin and admit that the suit was solely due from the messuage, and besides to show that the land will be discharged, as above; but if the avowry was made for suit service or other service it would suffice for you to abate the avowry and show that the tenancy was several and held by several services, without acknowledging any seisin. — *SCHARSHULLE*. Because your avowry in this case can not be maintained without alleging

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<sup>1</sup> Stat. Marl. 52 Hen. III. c. 9.

une seute; et lestatut parle soulement de seute ser- A.D. 1337.  
vice; par quei de seute reale ceo demoert uncore aux-  
int com il fut a la comune lei; issint qant la tenance  
est parcelle, de chesqune parcelle la seute est deue; et  
coment qe la tenance apres soit devenuz en uni mayn,  
uncore plusurs seutes sont auxi com ils furent a de-  
vant, et nulle parcelle charge de la seute issant dal-  
tre parcelle &c.: et sur ceo voloms demorer en juge-  
ment &c. Et jour fut done outre &c. Et apres a  
treis semeynes de Seynt Michel, *Parn.* dit qe avant  
le temps Adam qil dit tynt le mies et la terre, une  
Margerie tynt la terre descharge de la seute, et a tiel  
temps un William tynt le mies, et avant tiel temps  
et tot temps puis temps de memorie la terre fut en la  
mayn des tenanz qe tyndrent cele terre sanz faire  
seute a cel hundred, et qe rienz navoient en le  
mies, prest &c., et nentendoms pas qen cel lieu qest  
parcelle de la terre puisse cel avower meymtenir.—  
*Trew.* En ceo cas ci jeo ne pusse meymtenir ma-  
vower pur seute reale sanz lier seisine en especial  
par asquny meyn, et outre en general par meyns  
de toutz les tenantz puis temps de memorie; et del  
hure qe son ple ne put pas chere ci en abatement  
del avower eynz proprement a descharger les tene-  
mentz, par quei ou lui covient a dedire la seisine  
qe nous avoms allegge par my la mayn Adam, ou  
conustre la seisine et granter qe la seute fut soule-  
ment due de mies, et outre mustrer qe la terre serra  
descharge, ut supra; mais si lavowerie fut faite pur  
seute service ou pur altre service il suffireit a vous  
dabatre lavower et mustrer qe la tenance fut severale  
et tenuz par several services sanz conustre nulle sei-  
sine.—SCH. Pur ceo qe vostre avower en ceo cas ne  
poet estre meymtenu sanz allegger seisine de temps

A.D. 1337. seisin from time whereof there is no memory, it is sufficient for him to destroy that seisin by a special fact, namely inasmuch as he has said that before the time the messuage and the land were not ever in one and the same hand, and that those who held the land did no service; and that he offers to aver; wherefore you must needs answer to that. — *Trewith*. If his plea traverse my avowry, it is sufficient for me to aver my avowry, and this I am ready to do, for he shall rather be put to traverse what I have stated. — *HILLARY*. Not so; for when he destroys your avowry by a special fact, it is necessary that you should answer to this &c. — And in this plea *HILLARY* said that although at the beginning when the land was in one hand and the messuage in another, and then suit was due from both, if afterwards the messuage and the land came into one hand, there should be only one suit due &c. — *Parning*. Not so; for suit real remains as it was at common law; for if the tenant make default at the hundred he will be twice amerced. — *Trewith*. His plea is only evidence that our avowry is false, and issue in a plea can not be taken on evidence; wherefore it is proper that the issue be taken traversing our avowry. — *SCHARSHULLE*. We hold that the plea is sufficiently strong to defeat your avowry; wherefore it is proper that you answer to this. — *Gayneford*. We say that the Abbat was seised of the suit, by the hands of the tenants who held the messuage and the land, from time whereof memory &c., without this that Margaret of whom they speak had any thing in the messuage, ready &c. — And *Parning* said, gratis, that Margaret was seised, ready &c. — *SCHARSHULLE*. Since you of your own accord are desirous of the issue we also agree to allow it. — And the issue was accepted &c.

Quare  
impedit.

§ One Robert brought his Quare impedit against Joan who was the wife of William de Lodelowe and Laurence

dout memorie nest, assetz lui suffist a destrure cele A.D. 1337.  
 seisine par fait especial, saver en tant com il ad dit  
 qe avant le temps le mies et la terre ne furent en  
 nul temps en uni meyn, et ceux qe tindrent la terre  
 ne firent nulle service, et ceo tend il daverer, par  
 quei y covient respondre a ceo.—*Tr.* Si son ple seit  
 a travers de ma avowerie il moi suffit daverer ma-  
 vowerie, et ceo suy jeo prest a faire, qar il serra  
 plus tost mis a traverser ceo qe jai dit.—*HILLARY.*  
 Il nest pas issint; qar qant il destruit vostre avowerie  
 par fait especial il covient qe vous responez a ceo  
 &c. Et en ceo plee *HILLARY*<sup>1</sup> dit qe coment qe en  
 commencement qant la terre fut en uni meyn et le  
 mies en autri, et adonques seute fut due del un et del  
 autre, si apres le mies et la terre devendrent en uni  
 meyn il navera fors qe une seute due &c.—*Parn.* Il  
 nest pas issint; qar seute reale demoert auxint com  
 a la comune ley; qar si le tenant fait defaute a hun-  
 dred il serra deus foitz amercie.—*Tr.* Son plee nest qe  
 evidence qe nostre avower est faux, et issue de ple ne  
 poet pas estre pris sur evidence, par quei il covient  
 qe lissue soit pris a travers de nostre avowerie.—*SCH.*  
 Nous tenoms le plee assetz fort a defaire vostre avowe-  
 rie, par quei il covient qe vous responez a ceo.—*Gain.*  
 Nous dioms qe labbe fuit seisi de la seute par my la  
 mayn des tenantz qe tindrent le mies et la terre de  
 temps dout memorie &c., sanz ceo qe ceste Margerie  
 dont il diount riens avoit en le mies prest &c.—Et  
*Parn.* dit de gree qe M. fut seisi, prest &c.—Et *SCH.*  
 Qant vous voillez lissue de gree, nous voloms bien.  
 Et lissue fut accepte &c.

§ Un Robert porta son quare impedit vers Johane Quare  
impedit.  
 qe fut la femme William de Lodelowe et Laurence

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<sup>1</sup> I. SHAR.



A.D. 1337. de Lodelowe. At the grand distress being returned against them Joan came; Laurence made default; wherefore *Power* counted in this manner, that Joan, who is there, and Laurence, who comes not and against whom he would count if he were here, tortiously disturb him and do not permit him to present &c., and he said how his ancestor, whose heir he is, presented such an one, who on his presentation &c., by whose death the church is now void.—*Parning*. You have here Joan who tells you that William her husband was seised of this advowson &c., and presented to the same church and died seised of the advowson and of other tenements, after whose death the third part of this advowson, namely the right to present at the third vacancy, was assigned to this Joan; and she says moreover that after the death of William the King seized the lands and tenements, fees and advowsons which William had on the day of his death, because he understood that William held some lands of him in chief; and she says that the King presented, and afterwards, on another vacancy, Laurence presented L., by whose death the church is now vacant, and so it now belongs to Joan to present as at the third vacancy after the death of William her husband.—*Power*. We make protestation that we do not admit that William the husband presented; and, as to the presentations which Joan has alleged as made after the death of her husband, we say that those ought not to hurt us, for we say that we were then under age, ready &c.—*Parning*. We do not admit that he was his ancestor; for there is no such person in rerum naturâ as he who brings the writ; but I well know that I shall not get to say this because it is on record that he has made his attorney; but in answer to his attempt to make void the presentations which we have alleged by saying that he was under age then,

de Lodele. A la grant destresse sur eux retourne, A.D. 1337. Johane vynt, L. fist defaute; par quei *Power* counta en tiele manere, qe J. qilleoques est et L. qe ne vint pas vers qui il countereit sil fut icy, a tort lui destourbent et pas ne lui soefrent presenter &c., et dit coment soun auncestre, qi hair il est presenta un tiel, qe a soun presentement &c., par qui mort leglise est ore voide. — *Parn.* Vouz avez ci J. qe vous dit qe W. son baron fut seisi de cest avoweson &c., et presenta a mesme leglise et morust seisi del avoweson et daltres tenementz, apres qui mort la terce partie de ceste avoweson fut assigne a ceste Johane, saver a presenter a la terce voidance; et dit outre coment apres la mort W. seisi le Roi terres et tenementz fees et avowesons qe W. avoit jour qil morust, pur ceo qil entendist qe W. tynt asqunes terres de lui en chief; et dit coment le Roi presenta, et apres Laurence<sup>1</sup> a une altre voidance L. par qui mort la esglise est ore voide, issint appent a ore a Johane a presenter com a terce voidance apres la mort W. son baroun. — *Power.* Nous faceoms protestacion qe nous ne conusoms pas qe W. baron presenta; et vous dioms qant a les presentements qe Johane ad allegge apres la mort W., eux ne nous deivont nuyer, qar nous fuissomes adonques deynz age, prest &c.<sup>2</sup> — *Parn.* Nous ne conusoms pas qe celui fut son auncestre, qar il ni ad nul tiel in rerum natura com celui est qe porte le bref; mais jeo say bien qe jeo navendrai pas a ceo dire pur ceo qe cest de record qil ad fait son attorne; mais nous vous dioms qe a voider les presentements qe nous avoms allegge par tant qil fut deynz age, [adonques il navendra pas; qar nous dioms qil ne fuit

<sup>1</sup> I. has "suyt son heritage hors  
" de la mayn le Roi et apres leglise  
" se voyda, par quei le Roy pre-  
" senta, et Laurence presenta un  
" tiel, par qui mort . . . ."

Q 983.

<sup>2</sup> I. adds "et le presentement de  
" nostre ancestre il ne dedist pas,  
" par quei nous demandoms juge-  
" ment, &c."

A.D. 1337. he shall not get to it, for we say that he was not then in *rerum naturâ*, ready &c. — *Pole*. We will aver that we were then under age, and if he will say that we were then of full age, the issue is receivable, for upon that the court can go to judgment; but even if it were found that we were then in *rerum naturâ*, the court would not thereby be apprized whether we were then under age or of full age &c.—*STONORE*. If you were not then in *rerum naturâ*, he can not say that you were under age; but if it be found that you were then in *rerum natura* the Court will understand the issue for you to be that you were under age.—And the issue was received that he was not in *rerum naturâ*.—And the other side said the contrary.

Note.

§ Note that in a plea of land the demandant demanded of the seisin of his ancestor, and the tenant said that he could not demand anything, for he said that he was a bastard, ready &c. And the demandant said that he was mulier. It was sent to the Court Christian; whereupon the demandant sued a writ to resummon the tenant, returnable at a certain day, and the resummons being witnessed, he came not; wherefore the grand Cape issued returnable now and was served, and the tenant came not; wherefore *Trewith* prayed judgment on the plea pleaded, as he would have had it if it had been found by the Inquest that he had been mulier, and not on the default.—*STONORE*. It will be always on record that you are mulier, because the certification is entered on the record; but your judgment shall be on his default, as it would have been if he had admitted you to be mulier and then had made default.—*Quære*.

Writ of  
Right  
close.

§ William brought his writ of Right close in the ancient demesne of Circester against Robert, and demanded certain tenements; wherefore Robert came into the Chancery and said that he claimed to hold the tenements at common law and that his ancestors from time whereof, &c. had held them as frank fee at the com-

pas in rerum natura adonques, prest &c.—*Pole*. Nous A.D. 1337. voloms averer qe nous fumes adonques deinz age, et sil veot dire qe nous fumes de plein age, lissue est acceptable, qar sur ceo la Court puist aler a jugement: mes tut fuist il trove qe fumes adonques in rerum natura, par tant ne serra pas la Court apris le quel nous fumes adonques deinz age ou de plein age &c.—*STONORE*. Si vous ne fuistes mye adonques in rerum natura, il ne puist pas dire qe vous fuistes deinz age,]<sup>1</sup> mes si trove soit qe vous fustez adonques in rerum natura la Court entendra lissue pur vous qe vous fustez deynz age.—Et lissue fut resceu qil ne fut pas in rerum natura.—Et alii e contra.

§ Nota qen plee de terre le demandant demande Nota. de la seisine son auncestre, et le tenant dit qil ne pout rienz demander, qe il dit quil fut bastard, prest &c. Et le demandant dit qil fut muliere. Mande fut al court Christiene; sur quei le demandant suyst de resomondre le tenant retornable a cesti<sup>2</sup> jour, et le resomons tesmoigne il ne vint pas; par quei le grant Cape issist retornable a ore et servi, et le tenant ne vynt pas; par quei *Trew*. pria jugement sur le plee plede auxint com il ust eu sil ust este trove par enqueste qil ust este muliere et ne mie sur la defaute.—*STONORE*. Il serra tut temps de record qe vous estez muliere, pur ceo qe la certificacion est entre ou le record; mais vostre jugement serra sur sa defaute, auxint com il ust este sil vous ust accepte muliere et puis fait defaute. Ideo quære.

§ William porta son bref [de] dreit clos en auncien demene de Circestre vers Robert, et demanda certains tenementz &c., par quei Robert vint en la Chancelerie et dit qil clama tenir les tenementz a la comune ley [et ses auncestres de temps dount, &c. les avoynt

De recto  
clos.

<sup>1</sup> The passage in brackets is substituted from L. for a few lines in

T. where the names of *Pole* and *STONORE* are omitted.

<sup>2</sup> I. certain.

A.D. 1337. mon law, and he prayed a writ to remove the parole; and upon this a writ was granted to him, and upon that cause the parole was removed. — *Trewith* said that on such a cause the parole was not removable; for on a cause which can be tried in the court of ancient demesne the parole ought not to have been removed, but whether the tenements had been frank fee or ancient demesne, judgment &c. But if one would prove the tenements to be frank fee by any cause which cannot be tried in the court of ancient demesne, as by fine levied or the King's charter &c., then the parole is removable. — *HILLARY*. One has often seen a plea removed on such a cause; and Robert offered to aver that he and his ancestors had always held them as frank fee at common law.—And on this the Justices sent to the Treasurer and Chamberlains to ascertain if Circester were ancient demesne or not; and they sent word that Circester was ancient demesne. And because they ought not to have certified outright, but ought to have sent the words of Domesday, the Justices sent again to them to certify the words in Domesday: and they afterwards certified, in the words of Domesday, that part of the vill was ancient demesne and that part was frank fee. And upon this Robert was received to aver that the tenements demanded against him were frank fee, ready &c.—And the other side said the contrary.

Dower.

§ See the beginning of this case above in Easter term next preceding in a writ of Dower which one J. brought. — *Trew*. Each has pleaded of his tenancy in abatement of the writ; wherefore if you will maintain your writ it is necessary that you should maintain yours as serving for all, namely, as tenants in common; otherwise you can not maintain your writ.—*SCHARSHULLE*. He has no need to say that the tenancy is in common, for Amy has disclaimed in the freehold.—*HILLARY*. If Amy had entirely disclaimed in the tenancy, then it would be proper that the others themselves should have pleaded

tenuz com franc fee a la comune ley,<sup>1</sup> et pria bref a A.D. 1337. remuer la paroule; et sur ceo bref lui fut graunte, et sur cele cause la paroule fut remue. —*Trew.* dit qe sur tiele cause la paroule ne fut pas remuable; qe sur cause qe poet estre trie en court dauncien demene la paroule ne dust pas aver este remue; mes le quel qe les tenementz ussent este frank fee ou auncien demene, jugement &c., mais si homme vodra prover les tenementz franche fee par ascune cause qe ne poet estre trie en la court del auncien demene, com par fin leve ou par chartre del Roi &c., adonques la paroule este remuable. —*HILLARY.* Sur tiele cause homme ad souvent veu la paroule estre remue; et Robert tendist daverer qe lui et ses aunecestres de tut temps les avoient tenuz com frank fee a la comune ley. Et sur ceo les Justices manderent al Thresorier et as Chamberleyns de saver moun si Circestre fut auncien demene ou ne mie; et il manderent qe C. fut auncien demene; et pur ceo qe ne dussent pas certifier tut attrenche mes mander les paroules de Domesday, il manderent autrefoiz a eux de certifier les paroules de Domesday; et apres ils certifierunt sur les *Dower.* paroules de Domesday partie de la ville fut auncien demene et partie fraunch fee. Et sur ceo Robert fut resceu daverer qe les tenementz demandez devers lui furent fraunch fee, prest &c. Et alii e contra.

§ Vide principium supra Pasch. proximo en un bref de *Dower* qun J. porta. —*Trew.* Chesqun ad plede de sa tenance en abatement de bref; par quei si vous voillez meyntenir vostre bref il covient qe vous meignetez vostre bref qe voet servir as toutz, saver qe tenantz en comune, et autrement vous ne poetz pas meyntenir vostre bref. —*SCH.* Il nad pas mester a dire qe tenance en comune, qar Amye ad desclame en le franktenement. —*HILLARY.* Si A. ust purement desclame en la tenance donqe il covient qe les altres

<sup>1</sup> The passage in brackets is from I., and is not in T.

A.D. 1337. to the action or in abatement of the writ ; but here she claims such a tenancy that such a writ lies against her ; wherefore it is proper that she be received to plead, or she will lose her tenancy without being party to the plea, which would be contrary to law.—*Parning*. If it be held as not denied by me that Amy has nothing in the freehold I will aver that Robert holds nothing separately, ready &c.—*Trewith*. And I will aver for Amy that she holds part of the tenements in ward, and she is not named guardian, judgment &c. ; and for the infants I will aver that their tenancy is several, as above, ready &c.—*STONORE*. You shall not have both ; for if Robert has nothing separately, thereby it follows that Amy has nothing in ward &c.—*Trewith*. Amy will not put her tenancy in jeopardy on Robert's plea, nor is it right that she should do so.—*STONORE*. Then you refuse the averment.—And so it was entered on the roll. And the enrolment was thus, " that the said Joan was ready to " aver that Amy had nothing in ward because the said " Robert holds nothing separately nor by himself, which " averment the said &c. refuse."—So a day was given over.

Assise of  
novel  
disseisin.

§ Assise of Novel disseisin at Oxford before WILLIAM DE SCHARESHULLE and his companions, Justices &c. for taking assises in the county of Devon, on Thursday in the second week of Lent in the eleventh year of the reign of Edward the third from the Conquest.—The Assise comes to recognise if Alice who was the wife of John de Percy, Roger de C., Geoffrey G., R. Bartholomew, and Roger de J. unjustly &c. disseised William de Hokenham of his freehold in H. after the first, &c. ; whereof it is complained that they disseised him of 60 acres of land and 5 acres of meadow with the appurtenances &c. And the said Geoffrey and Alice come, and the others come not ; but one Geoffrey Levering answers for them as their bailiff, and for them says that they have nothing in the tenements put in view, nor in re-

ussent mesme plede al accion ou en abatement de A.D. 1337. bref; mes icy ele cleyme tiele tenance qe tiel bref gist devers lui; par quei il covient qe ele soit resceu de pleder, ou ele perdra sa tenance sanz estre partie al ple, qe serroit encountre ley.—*Parn.* Sil ne soit<sup>1</sup> a nient dedit de moy qe Amy nad rienz en le frank-tenement jeo voel averer qe Robert ne tynt riens a per lui, prest &c.—*Trew.* Et jeo voel averer pur Amie qe ele tynt partie des tenementz en garde, nient nome gardeyn, jugement &c.; et pur les enfauntz jeo voille averer qe lour tenance est severale, ut supra, prest &c.—*STONORE.* Vous naverez pas lun et lautre; qar si Robert nad riens a per lui, de ceo il ensuit qe A. nad riens en garde &c.—*Trew.* Amye ne voet pas mettre sa tenance en jupartie sur le ple R., ne il nest pas reson qele le face.—*STONOR.* Donqe vous refusez laverement. Et issint fut entre en roule &c. Et lenroulement fut tiel, quod predicta Johanna parata est verificare quod Amia nihil habuit in custodia quia predictus Robertus nihil tenet seperatim nec per se, quam verificationem predicti &c. recusavit.—Ideo jour fut done outre<sup>2</sup>.

§ Assisa novæ dissesinæ apud Devon. coram Willelmo de Schar. et sociis suis justiciariis &c. ad assisam in comitatu Devonie capiendam, die Jovis in secunda septimana Quadragesimæ anno regni Edwardi tertii a conquestu undecimo. Assisa venit recognoscere si Alicia quæ fuit uxor Johannis de Perci, Rogerus de C., Galfridus G., R. Bartholomeus, et Rogerus de J. injuste &c. disseisiverunt Willelmum de Hokenham de libero tenemento suo in H. post primam &c., unde queritur quod disseisiverunt eum de lx. acris terræ v. acris prati cum pertinentiis &c. Et predicti Galfridus et Alicia veniunt, et alii non veniunt, sed quidam Galfridus Levering respondit pro eis tanquam eorum ballivus, et pro eis dicit quod quidem nihil habent in

Assisa  
novæ  
disseisinæ.

<sup>1</sup> I. soit tenu.

<sup>2</sup> In I. the reports for Trinity term end here.



A.D. 1337. spect thereof have done any injury or disseisin to the said William, and of this they put themselves on the Assise. And William does the same. And the said Geoffrey answers as tenant of 11 acres of land and one acre of meadow of the said tenements put in view, and says that he entered on those tenements by the deed and feoffment of the said Roger de C., without doing any injury or disseisin in respect thereof to the said William, and of this he puts himself on the Assise. And William does the like. And Alice answers as tenant of the residue of the tenements put in view, and says that there ought not to be an assise between them; for she says that a certain William de H., father of the said William who now complains, had a certain wife named Joan on whom he begot a certain son named Robert de Hokenham: and afterwards the said Joan died; after whose death the said father &c married a certain Juliana on whom he begot the said William de Hokenham who now complains; and she says that the said Robert purchased the said tenements, for which the said Alice answers as tenant, to him and his heirs for ever; and that the said Robert died seised of the said tenements without heir, after whose death the said Alice entered on those tenements as lady for her escheat, because the said tenements were holden of her, and the said William who now complains, claiming those tenements by hereditary descent as brother and heir of the said Robert, when the said William cannot be heir of the said Robert because he was not of the whole blood &c., entered on those tenements disseising the said Alice; and the said Alice lately amoved him, as it was lawful for her to do; wherefore she demands judgment if by reason of such an intrusion against her he ought to have an Assise. And William de Hokenham says that he, for the reason aforesaid, ought not to be excluded without judgment; for he says that whereas the said Alice alleged above that the said Robert de Hokenham

tenementis in visu positis nec aliquam injuriam seu A.D. 1337. disseisinam predicto Willelmo inde fecerunt, et de hoc ponit se super assisam; et Willelmus similiter. Et predictus Galfridus respondit ut tenens de xi. acris terræ et una acra prati de predictis tenementis in visu positis, et dicit quod intravit in tenementis illis per factum et feoffamentum predicti Rogeri de C. absque ulla injuria seu disseisina predicto Willelmo inde facienda, et de hoc ponit se super assisam; et Willelmus similiter. Et Alicia respondit ut tenens de residuo tenementorum in visu positorum, et dicit quod assisa inter eos fieri non debet, quia dicit quod quidam Willelmus de H., pater predicti Willelmi qui nunc queritur, habuit quandam uxorem Johanna nomine de qua procreavit quemdam filium Robertum de Hokenham nomine; postea eadem Johanna obiit; post cujus mortem predictus pater &c. duxit in uxorem quandam Julianam nomine de qua procreavit predictum Willelmum de Hokenham qui nunc queritur; et dicit quod predictus Robertus perquisivit predicta tenementa unde ipsa Alicia respondit ut tenens sibi et heredibus suis in perpetuum: idem Robertus obiit seisis de eisdem tenementis sine herede, post cujus mortem ipsa Alicia intravit tenementa illa tanquam domina in escaetam suam, eo quod predicta tenementa de ipsa tenta fuerunt, et predictus Willelmus qui nunc queritur clamans tenementa illa per descensum hereditarium ut frater et heres predicti Roberti, ubi idem Willelmus heres ipsius Roberti esse non potuit, eo quod non fuit de integro sanguine &c., sed intratus sit in tenementis illis super seisina ipsius Aliciæ, et eadem Alicia eum recenter amovit prout bene licuit, unde petit judicium si de tali intrusionem versus eam assisam habere debeat. Et Willelmus de Hokenham dicit quod ipse ratione predicta absque judicio precludi non debeat, quia dicit quod ubi predicta Alicia superius allegavit predictum Robertum de

A.D. 1337. died without heir, the said Robert did not die without heir, but he says that a certain William de P. residing in the said county was cousin and heir of the said Robert, and residing in the said county which William de P., cousin &c., while the said William de H. was in seisin, by his writing, of which the said William makes profert here in court, remised and released for himself and his heirs all the right and claim which he had in these tenements, and bound himself and his heirs to warranty. And thus he says that he was seised until &c.: and he demands that this may be inquired of by the Assise. And Alice does the like. So upon this let it be inquired by the Assise, to recognise &c.

§ The judgment on William Wallace. It is considered that the said William, for the very great sedition which he has committed against our lord the King, by feloniously devising and contriving his death, to the annihilation and overthrow of his crown and dignity, displaying a banner in mortal war against the king his legitimate lord, be drawn from the palace of Westminster to the Tower of London and from the Tower to Aldgate, and so through the city to Elm.; and for the robberies, homicides and felonies which he has committed in the kingdom of England and land of Scotland he be hanged and afterwards be taken down; and because he was outlawed and was not afterwards restored to the King's peace, be beheaded: and afterwards, for his immense cruelty to God and Holy Church by burning churches, vessels and shrines in which the body of Christ and the bodies of saints and their remains were revered, that his heart, liver, lungs and all his entrails, from which such perverse thoughts proceeded, be cast into the fire and burned. And also because he committed the said seditions, depredations, burnings, homicides and felonies not only against our lord the

Hokenham sine herede obiisse, idem Robertus non obiit A.D. 1337. sine herede, sed dicit quod habetur quidem Willelmus de P. consanguineus et heres predicti Roberti in eodem comitatu commorans, qui quidem Willelmus de P. consanguineus &c. in seisinâ ipsius Willelmi de H. per scriptum suum, quod idem Willelmus profert hic in curia, remisit et relaxavit pro se et heredibus suis totum jus et clameum quod habuit in tenementis illis et obligat se et heredes suos ad warrantiam. Et sic dicit quod ipse seisitus fuit quousque &c. Et hoc petit quod inquiratur per assisam. Et A. similiter. Ideo super hoc inquiratur per assisam, recognoscere &c.

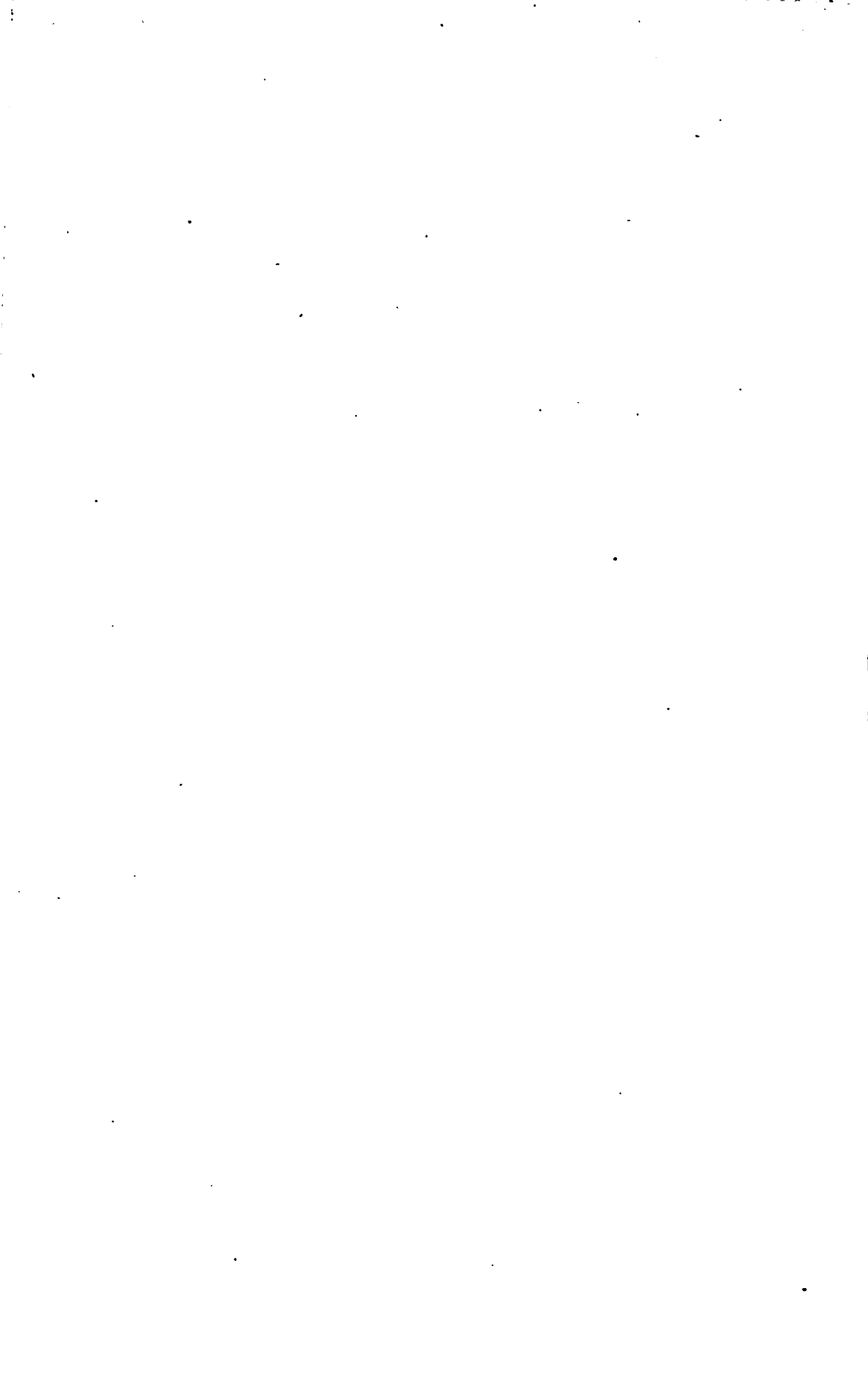
§ Judicium Willelmi Waleys. Consideratum est quod predictus Willelmus pro maxima sedicione quam ipse domino Regi fecerat felonice machinando et in mortem ejusdem perpetrando ad adnullacionem et evertacionem coronæ et dignitatis suæ, vexillum contra dominum regem dominum suum legitimum in bello mortali differendum, distractus sit de palatio Westmonasteriensi usque ad turrinam Londoniæ et a turri usque ad Algate et sic per medium civitatis usque ad Elm. Et pro roberiis homicidiis et feloniis quas in regnum Angliæ et terram Scotiæ fecit suspendatur et postea devaletur; et quia utlagatus fuit nec postea ad pacem domini Regis restitutus fuit decapitetur. Et postea pro immensâ crudelitate quam Deo et sacrosanctæ ecclesiæ fecit comburendo ecclesias vasa et feretra quibus corpus Christi et corpora sanctorum et reliquiæ eorum celebrantur, cor epar et pulmo et omnia interiora ejus a quibus tam perversæ cogitationes processerunt in ignem mittantur et comburantur. Et etiam quia non solum ipsi domino Regi sed toti plebi Angliæ et Scotiæ predictas seditiones depredationes incendia homicidia et

A.D. 1387. King but also against the whole people of England and Scotland, that his body be cut into four parts, and that his head so cut off be placed upon London Bridge in the sight of all passengers by land and by water, and that one of his quarters be hung up at Newcastle upon Tyne, and another quarter at Berwick, a third quarter at Stirling, and the fourth at the town of St. John, for the terror and punishment of all who pass by and see it &c.

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felonias fecerat, corpus ejus in quatuor quaternis [s]cin- A.D. 1337.  
datur, et caput sic abcisum assideatur super pontem  
Londoniæ in conspectu tam per terram quam per  
aquam transeuntium, et unum quaternum suspendatur  
apud Novum Castrum super Tynam, et aliud quater-  
num apud Berwick, tertium quaternum apud Strivelin,  
quartum apud villam Sancti Johannis, in metum et  
castigationem omnium transeuntium et illud conspi-  
cientium &c.

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**MICHAELMAS TERM**  
**IN THE**  
**ELEVENTH YEAR OF THE REIGN OF**  
**KING EDWARD THE THIRD**  
**FROM THE CONQUEST.**



MICHAELMAS TERM IN THE ELEVENTH YEAR  
OF THE REIGN OF KING EDWARD THE  
THIRD FROM THE CONQUEST.

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A.D. 1337. § Note, it was found by the verdict of the Assise that one Adam and Agnes his wife purchased certain tenements, to have and to hold &c. for ever. They had issue between them Piers the elder and Henry the younger; and Adam gave the same tenements to Henry his younger son to hold to him and his heirs for ever, and Henry at that time was under age; and Henry was seised, by that feoffment, for three weeks and more; and afterwards Adam and Agnes entered the same land with the assent of Henry, who was then under age, and held the land during Adam's life, and after his death Agnes held the same land all her life and died seised; and after her death Piers entered as son and heir. And now came Henry and brought the assise against him who is now tenant and against others who were at the entry which Adam and Agnes made. And because at the time of that entry Henry was under age, so that he could not assent to the entry, it was adjudged a disseisin: wherefore it was adjudged that he should recover seisin of the land, and his damages taxed by the Court.—So see concerning this.

Dower. § In a writ of Dower the tenant vouched to warranty the heir of the husband of the woman &c., who was under age, and whose body and part of whose lands were in ward to the Abbat of Peterborough, and part of whose lands were in ward to one William de F., who shall be summoned. Now came the Abbat of Peterborough and said by *Stouford* that one Robert has in

DE TERMINO MICHAELIS ANNO REGNI REGIS  
EDWARDI TERTII A CONQUESTU XI°.

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§ Nota qe trove fut par verdit dassise qun Adam A.D. 1337. et Agnes sa femme purchaserent certains tenementz a aver et tenir &c. as toutz jours; il avoint issue entre eux Piers eisne et Henri le puisne, et Adam dona mesme les tenementz a Henri son fitz puisne a tenir a lui et a ses heirs a toutz jours, et Henri a cel temps deynz age, et Henri fut seisi par cel feffement par treis semeynes et plus, et apres Adam et Agnes entrerent mesme la terre del assent H., et adonques fut deynz age, et tyndrent la terre a la vie Adam, et apres son deces Agnes tint mesme la terre tote sa vie et morust seisi; apres son deces Piers entra com fitz et heir; et ore vynt H. et porta lassise vers cesti qore est tenant et devers autres qe furent al entre qe Adam et Agnes feseient. Et pur ceo qe a cel temps de cel entre H. fut deynz age issint qil ne pout assentir al entre, fut ajugge une disseisine; par quei agarde qil recoverast seisine de terre et ses damages taxes par la court &c. Et sic de hoc vide.

§ En un bref de Dower le tenant vocha a garrantie Dower. le heir le baron la femme &c. qe fut deynz age, qui corps et partie des terres furent en la garde labbe de Burghe Seynt Piere, et partie des terres en la garde un William de F., qe serront somons. Ore vynt labbe de Burghe et dit par *Stouf.* qun Robert ad en garde  
q. 303. M

A.D. 1387. ward, of the heritage of the infant, one messuage and one carucate of land in such a county, and in such a vill, whom he has omitted in that voucher, judgment of this voucher.—*Rokel* offered to aver that that Robert had nothing in the wardship &c.—And the other side said the contrary.—And upon this *Gayneford* prayed dower for the woman.—And because the Court could not know whether the judgment should be given against the tenant or against the heir, the judgment was delayed from the woman until the issue was taken.

Aid-  
prayer.

§ The tenant said that he had nothing in the tenements except for the term of his life by lease from one J. who granted the reversion to W., on which grant we attorned to him; so the reversion is in W., and we pray aid &c.—*Kelshulle*. Say what estate he has in the reversion; for he may in the reversion have such an estate that you shall have aid of him, and such an estate that you shall not have aid of him.—*Stouford*. The deed of grant ought not to be with us but with him to whom the grant was made, and thereby, however the grant was made &c., we shall have aid &c.—And nevertheless he was driven to say how the reversion belonged to William.—*Stouford* said that the reversion was granted to him for life.—*Kelshulle*. Now we pray judgment, since he whom he prays in aid has neither fee nor right, judgment if he ought to have aid.—*Stouford*. Perhaps it may be that on the lease of the tenements which the lessor made he reserved to himself a rent, to the value of the land, which rent William will have after the grant of the reversion; wherefore by the recovery of the demandant that rent will be extinguished, wherefore it is right that by the aid-prayer he be made party to this plea.—*ALDEBURGH*. One has seen that the aid has not been granted of him to whom the thing remains in fee tail because perchance he will never have anything.—*Stouford*. Sir, that reason holds good where the thing is limited by way of remainder, but here he has an estate vested by attornment &c.—*SCHARSHULLE*. It is only grantable for a cause, either because he who is prayed in aid

del heritage lenfaunt un mies et une carue de terre en A.D. 1337. tiele counte, en tiele ville, qe il ad entrelesse en cel voucher, jugement de cesti voucher.—*Rok.* tendi daverer qe celi Robert navoit riens en la garde &c. Et lautre le revers &c. Et sur ceo *Geyn.* pria dower pur la femme. Et pur ceo qe la Court ne pout saver lé quel le jugement se taillereit vers le tenant ou vers le heir, le jugement fut delaye vers la femme tanqe lissue fut prise.

§ Le tenant dit qil navoit riens en les tenementz *Ayde* fors qe a terme de sa vie de lees un J. le quel granta <sup>prier.</sup> la reversion a W., par quel grant nous attornames a lui, issint est la reversion [a W.], et prioms eide &c. —*Kels.* Ditez quel estat il ad en la reversion, qar tiel estat poet il aver en la reversion qe vous averetz eide de lui, et tiel estat qe vous naverez pas eide de lui. —*Stouf.* Le fait de grant ne deit pas demorer devers nous, eynz devers celui a qi le grant se fist, et en tant, coment qe le grant se fist &c. nous averoms eide &c. Et nepurkant il fut chace a dire coment la reversion fut a William. —*Stouf.* dit qe la reversion fut grante a lui a terme de sa vie.—*Kels.* Ore demandoms jugement, del hure qe celi qil prie en eide nad fee ne dreit, jugement sil deive eide aver.—*Stouf.* Poet estre qe par cas sur le lees des tenementz qe le lessour fist qil reserva une rente a lui et a la value de la terre, la quele rente William avera apres le grant de reversion, pur quei par le recoverir del demandant cele rente serra esteinte, par quei il est reson qe par eide prier il soit fait partie a ceo plee.—*ALD.* Homme ad vew qe leyde nad este grante de celui a qui la chose demoert de fee taille [pur ceo qe par cas il navera jammes rien.—*Stouf.* Sire, cele reson se tynt en cas ou la chose est taille par voie de remeindre, mes icy il<sup>1</sup> ad estat vestu par attornement &c.—*SCH.* Il nest pas grantable fors qe par cause, ou pur ceo qe celui

<sup>1</sup> The passage in brackets is taken from I. and is not in T.

A.D. 1337. may give a higher answer than the tenant could, or because the tenant may have advantage by the aid in aid-prayer; but here there is neither one nor the other; where it seems that he shall not have it &c.

Debt.

§ One William brought his writ of Debt against Robert, and demanded a certain debt from him as son and heir of John, by virtue of John's obligation.—*Parning*. John had two other sons, namely Adam and Richard, and he died seised of certain land which is partible amongst males situate in such a county and in such a vill, which land has been divided between those three, and Richard and Adam held their purparty on the day when the writ was purchased and they still hold it as heirs of John, and they are not named in this writ; judgment of this writ.—*Trewith*. You admit that Robert is son and heir of J., and your plea is not a plea to us if you do not say that Robert has nothing by heritable descent as sole heir of J.—*Parning*. Although Robert be issue of John, and thereby his heir at common law, yet that does not make him debtor by virtue of his father's bond; but this does, that he has assets by descent as heir of John; wherefore since I show that others, as well as Robert, have by descent as heirs of John, we do not think that this writ should be maintained against Robert alone.—*Trewith*. If Robert have land by descent at common law as heir, and also Robert and his brothers have partible land by descent, if I bring a writ against them in common as heir &c., I should suppose them to be heirs quite equally in common, which would be unreasonable.—*ALDEBURGH*. Not so; if one have nothing of what descended to him, and another have something, you will have execution against him who has; as if you bring a writ of Debt against parceners, as one heir, on the deed of the ancestor whose heirs they are, and one has his share and the other has aliened his share,

gest prie en eide purra doner plus halt respouns qe A.D. 1337. le tenant ne purra, ou pur ceo qe le tenant purra aver avantage par leide en eide prier; mes icyil nad mie lune cause ne lautre, par quei il semble qil navera pas &c.

§ Un William porta son bref de Dette vers Robert, Dette. et demanda de lui certain dette cum devers fitz et heir a Johan par la obligacion Johan.—*Parn.* Johan ad autres deus fitz, saver Adam et Ricard, et morust seisi de certeine terre qest departable entre madles en tiele ville en tiele counte, la quele terre est departi entre eux deux,<sup>1</sup> et tyndrent purpartie jour de bref purchace, et oncore tenent com heirs J. et ne sont pas nomez en cesti bref, jugement de cesti bref.—*Trew.* Vous conusez qe Robert est fitz et heir J., et vostre ple nest pas plee a nous si vous ne dites qe Robert nad riens par discente de heritage com soul heir J.—*Parn.* Coment qe Robert soit issue<sup>2</sup> Johan, par tant son heir a la comune ley, cella ne lui fet pas dettour par la obligacion son pere, eynz fait ceo qe il ad assez par descende com heir Johan; par quei del hure qe jeo mustre qe autres unt par descende com heirs J., auxint avant com Robert, nentendoms pas qe cesti bref vers Robert soul serra meyntenu.—*Trew.* Si Robert eit terre par descende a la comune ley com heir, et auxint Robert et ses freres eiont par discente terre departable, si jeo porte mon bref vers eux en comune com heir &c., jeo<sup>3</sup> les supposerei heirs tut owelment en comune, et ceo serroit encountre resoun.—*ALD.* Il nest pas issint, si un neit rienz de ceo qe lui fut descendu, un altre ad, vous averez execucion devers lui qad comune<sup>4</sup>; com en cas si vous portez bref de dette devers parceners com devers un heir par le fait le auncestre qui heirs il sunt, et lune ad sa partie et lautre ad aliene sa purpartie, si vous recoverez devers

<sup>1</sup> I. trois, et Ricard et Adam tyndent.

<sup>2</sup> I. eygne fitz.

<sup>3</sup> I. jeo ne sen a charger Robert plus avant qe les autres pur ceo qe par mon bref jeo.

<sup>4</sup> I. omits the word *commune*.

A.D. 1337. if you recover you will have execution for the whole of your demand against him who is in possession of what has descended to him. And on the other hand, it is in this case as if you wished to vouch him to warranty as heir of John. Let us suppose then in this case that you wished to vouch to warranty Robert as sole heir of John, do you think that your voucher would be good, and that you would bind him singly, whereas his brothers have part of the inheritance which belonged to their father?—*Stouford*. I think so.—*HILLARY*. Certainly not: for it would be proper to vouch them all.—*Trewith*. Sir, I believe it to be so; and the cause is because he can vouch all by such words that all shall be bound according to what they have by descent; to wit, he could vouch Robert as heir of John at common law because he has tenements by descent at common law, and also vouch him and the others because they have partible tenements by descent: but I can not have against them all a writ of Debt in like manner and by like words.—*SCHARSHULLE*. You can have a writ of Debt against them all as heirs of John, and by your count show how they are bound as heirs of John; and it may be that the youngest son may take as heir by custom of the father, and also the eldest son as heir at common law, and you shall have your writ of Debt against him and against the other.—*Trewith*. I do not think so; but I can elect to have my writ against him singly or against the other singly.—*HILLARY*. Sir, not so; he has pleaded in abatement of the writ because the two brothers have by descent as heirs. Is it so or not?—*Trew*. Adam and Richard had nothing by descent on the day of the purchase of this writ, ready &c.—And the other side said the contrary.—*SCHARSHULLE*. Understand clearly that if he have now by descent as heir at common law, although he had nothing on the day of the purchase of this writ, this writ will abate, because all is considered as one day in law.—*Quere* because it is wonderful that the writ which was at first good should abate.—*Trewith*. We tell

eux vous averez execucion del entere de vostre demande A.D. 1337. devers celui qest en possessione de ceo qe lui est descendu : et daltre part il est en ceo cas com si vous lui voldrez voucher a garrantie com heir J. : posoms donques en ceo cas qe vous voldrez voucher a garrantie Robert com soul heir J., entendez qe vostre voucher serroit bon, et qe vous lui lierez soul la ou ses freres ount partie del heritage qe fut a lour pere?—*Stouf.* Jeo croi qe oyl.—*HILLARY.* Certes noun, qar il covient voucher toutz.—*Trew.* Sire, jeo croi bien ; et la cause est pur ceo qil pout voucher toutz par tiels paroules qe toutz serront liez solonc ceo qils ount par discente, saver de voucher Robert com heir J. a la comune ley pur ceo qil ad par descende des tenementz a la comune ley, et auxint de voucher lui et les autres pur ceo qils ount par descende des tenementz departables ; mes jeo ne pusse aver vers eux toutz bref de dette en tiele manere et par tiels parouls.—*SCH.* Vous poez aver bref de dette vers eux toutz com devers heirs J., et par vostre counte mustrer coment ils sont obligez com heirs Johan ; et poet estre qe par usage le puisne fitz poet aver par descende com heir le pere, et auxint le eisne com heir a la comune ley, et vous averez vostre bref de dette devers lui et devers lautre.—*Tr.* Sire, Jeo ne croi pas ; mes jeo puisse eslire daver mon bref devers lui soul ou devers autre soul.—*HILLARY.* Sire, il nest pas issint ; il vous ad plede<sup>1</sup> en abatement de bref pur ceo qe les deux freres ont par descent com heirs ; est il issint ou ne mie?—*Trew.* Adam et Ricard navoint riens par discente jour de cesti bref &c., prest &c. ; et alii e contra.—*SCH.* Entendez bien qe sils eiount par discente com heir a la comune ley, tut navoient ils riens jour de cesti bref purchace, cesti bref sabatera, pur ceo qe tut est dit un jour en ley. Quære quia mirum qe le bref qe fut primes bon doit abatre.—*Trew.* Nous vous dioms qe Robert ad assetz

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<sup>1</sup> T. prie.



A.D. 1337. you that Robert has assets by descent as heir at common law, wherefore we do not think that you will receive this averment, albeit we have offered it in the manner aforesaid.—See &c.

Trespass. § Robert Arche brought his writ of Trespass against William de Spolte, and said that he came with force and arms in the vill &c., in a certain place, and broke his close, and by his beasts took and trod down his corn and grass, tortiously and against the peace.—*Asshe* defended, and said, as to the coming with force and arms, and the feeding and treading down, Not guilty; and as to the breaking his close and depasturing on his grass, we tell you that one John, who was lord of the manor, by this deed granted common of pasture in the same place to one Richard grandfather of William, whose heir he is, to common in every part &c. with one ox; and afterwards one Roger, lord of the same manor of F., by this deed which is here, granted to the same Richard common of pasture in the same place, to common yearly with 42 oxen; and he said that Richard was seised of the common, and this William was seised of the common, and because this Robert began to enclose the common, he came and broke the close, and put his beasts therein in his common as it was lawful for him to do; and we do not think that he can on that account assign a tort in his person or have an action against him.—*Trewith*. You came with force and arms, as we have complained, ready to aver it &c.—*Parving*. You ought to answer to us whether we have common there or not.—*SCHARDELOWE*. It is sufficient for him to say that you came with force and arms, and not for such a cause, ready &c.—*SCHARSHULLE*. It is not: for the plaintiff shall not be received to aver his plaint by saying that it was not for such a cause, except in the case where that cause came suddenly, as by chance to aver the arrest of a man because he would not justify to the peace; but here he claims the common to last for ever; wherefore you ought to answer whether it is

par discente com heir a la comune ley, par quei nen- A.D. 1337.  
tendoms pas qe vous voillez resceivre cest averement,  
tut seit ceo qe nous leioms tendu en la manere  
avantdite. Vide &c.

§ Robert Arche<sup>1</sup> porta son bref de Trespas vers Wil- Trans-  
liam de Spolte,<sup>2</sup> et dit qil vint a force et armes en la gressio.  
ville &c. en certain lieu, et debrusa son clos, et par  
ses bestes prist et defola son ble et sa herbe a tort et  
encontre la pees.—*Assh.* defendi et dit qe qant al venir  
a force et armes al pestre et defoler, de riens coupable,  
et qant al debrusure de clos et al pestre de sa herbe,  
nous vous dioms qun Johan, qe fut seigneur de maner,  
par ceo fait granta comune de pasture en mesme lieu  
a un Ricard. ael William, qi heir il est, a comuner en  
chesqune parcelle &c. ov un boef; et apres un Roger  
seigneur de mesme le manoir de F., par ceo fait qe ci  
est, granta a mesme cesti R. comune de pasture en  
mesme le lieu, a comuner par an ove xlii. boefs, et dit  
qe Ricard fut seisi de la comune,<sup>3</sup> et pur ceo qe cesti  
Robert comencea denclore sa comune, il vynt et de-  
brusa le clos, et mist eynz ses bestes en sa comune  
com bien lui lust, et nentendoms qil purra de ceo tort  
en sa persone assigner, ou accion devers lui aver.—  
*Trew.* Vous venistez a force et armes auxint com nous  
sumes pleint, prest daverer &c.—*Parn.* Vous devez  
respondre a nous le quel nous eioms comune illeokes  
ou noun.—*SCH.* Cest assetz a lui a dire qe vous venistez  
a force et armes, et ne mie par tiele cause, prest &c.—  
*SCH.* Noun est; qar le pleintif ne serra mie rasceu da-  
verer sa plainte a dire qe ne mie par tiele cause fors  
qe en cas ou cele cause vynt sodeynement, com par cas  
davower larestre dun homme pur ceo qil ne se voleit  
pas justifier a la pees; mais icy il clayme la comune  
perpetuelment a durer; par quei vous devez respondre

<sup>1</sup> I. Achard.

<sup>2</sup> I. Spersholte.

<sup>3</sup> I. adds "et cestui William seisi  
de la comune."

A.D. 1337. common or not.—*Trew*. In the King's Bench the Court will not receive any issue in a plea of trespass which is out of the nature of the writ.—*SCHARSHULLE*. The King's Bench is a place of the Crown, but this place here is a place of pleas.—*STONORE*. In a plea of trespass, by plea of the defendant the plea may be turned out of the nature of the writ, by pleading in the Right; but let the plaintiff take care for himself that he do not plead out of the nature of his writ.—*Trewith*. He came with force and arms as we have complained, without this that he had any common there.—And the averment was received as to this &c.

Debt.        § Note that executors of exccutors brought a writ of Debt and demanded a debt due to the testator of their testator; and because the will of the testator could be understood to mean that no others besides his own executors should have an action to demand the debt due to him, it was adjudged that they (the plaintiffs) should take nothing by their writ.—*Quære* &c. : for although the executor of executors shall not be received to a writ of Account, it is only because the action is given by statute, but only to the executors: but an action of Debt is given at common law to executors; wherefore it seems that by common law the same action shall be given to executors of executors &c. And so said Wilby, 13. Mich. term, fo. 6.

Assise of Novel disseisin.        § Note that an assise of Novel disseisin was brought against a man and his wife and several others, and the sheriff returned that the husband was dead, wherefore &c.—*Trewith*. We demand judgment of the writ, because the husband is dead, and thereby the writ is abated, for the surname of the woman is changed, and by such name process cannot be sued against her nor can she be put in exigend; wherefore we think that the writ ought to abate against them all.—*HILLARY*. If the husband and wife were not tenants, but the others were tenants

le quel il est comune ou noun.—*Trew.* En baunk le A.D. 1337. Roi la court ne resceivra nulle issue en plee de trespas hors de la nature de bref.—*SCHAR.* Le bank le Roi est une place de la coroune, et ceste place icy est une place des pleez.—*STONORE.* En un bref de trespas par plee le deffendant le plee put estre tourne hors de la nature de bref a pleder en le dreit; mes se garde le pleintif de lui mesme qil ne plede pas hors de la nature de son bref.—*Trew.* Il vynt a force et armes auxint com nous sumes pleint, sanz ceo qil nad comune illeoques. Et laverement fut resceu en droit de ceo &c.

§ Nota qe executours des executours porterent bref Dette. de Dette et demanderunt dette due a testatour de lour testatour; et pur ceo qe la volunte le testatour put estre entendu qe altre navereit accion a demander la dette due a luy fors qe ses executours demene, agarde fut qil ne prist riens par lour bref &c. Quære &c. qe coment executour des executour ne serra pas resceu en bref dacompt cest soulement done pur ceo qe accion est done par statut, mes soulement a les executours; mais accion de dette est done a la comune ley a les executours, par quei il semble qe de comune ley mesme laccion serroit done as executours des executours &c. [Et sic dicit Wilbi xiii. T. M. fo. vi.]

§ Nota qe une assise de Novele disseisine qe fut porte Assise vers un homme et sa femme et plusurs autres, et le novae disseisine. visconte returne qe le baron est mort, par quei &c.—*Trew.* Demandoms jugement de bref pur ceo qe le baron est mort, et par tant le bref est abatu, qar le surnoun la femme est chaunge, et par tiel noun proces ne poet estre suy devers luy ne ele mys al exigende, par quei entendoms qe le bref doit abatre devers eux toutz.—*HILLARY.* Si le baron et la femme ne furent mie tenantz eynz autres tenantz et disseisours qe sont

A.D. 1337. and disseisors who are named in the writ, the writ will stand against them and will abate as against the wife, so that process shall not afterwards be made against the wife: for if an assise of Novel disseisin be brought against several, and one be named in the writ and if he were out of the writ it would be good against the others, although he were misnamed or dead yet the writ would not abate except only against him &c.—And so concerning this see &c.

Dower.

§ One William and Alice his wife brought their writ of Dower.—*Pole*. At the time of the purchase of this writ William was not the husband of Alice, but Alice was then sole, so that William had no action; judgment of the writ.—*Trewith*. Although it were so that William had not an action, which I do not admit, still there is no cause to abate this writ; for if this writ should abate they could only have another like this.—*Pole*. Nevertheless, the writ was false on the day when it was purchased, and cannot be made good by your act; for if you bring the Mordancester during the life of your father, and then he die, still the writ will abate.—And afterwards *Pole* gratis passed over, and said that the same woman while she was sole brought her writ of dower “unde nihil habet,” in the same vill where this writ is now purchased, against the same persons, returnable at the Quinzein of Easter last past, at which day Alice appeared, and the tenants were essoined, and had a day over by the essoin until the Quinzein of Trinity, and in that mesne time this writ was purchased, pending the other; judgment of the writ.—*Trewith*. You cannot abate this writ if you cannot show that both were brought for the same tenement, and that you cannot do if the demand was not made on the first writ.—*SCHARSHULLE*. It can be never understood except for the same tenements, since her writ “unde nihil habet” was brought in the same vill.—*Trewith*. Sir, it may be that pending the first writ the tenants purchased tenements in the same vill, whereof the woman

nomez en le bref, le bref esterra devers eux et abatera A.D. 1337. devers la femme, issint qe proces apres ne fra devers la femme; qar si assise de novele disseisine soit porte vers plusours, et un soit nome en le bref qe tut fut il hors le bref serroit bon devers les autres, et tut soit il mesnome ou mort le bref ne sabatera pas fors qe soulement devers lui &c. Et sic de hoc vide &c.

§ Un William et Alice sa femme porterent lour bref Dower. de dower. — *Pole*. Al temps de cesti bref purchace William ne fut pas baron Alice, eynz a cel temps Alice fut sole, issint qe William navoit pas accion, jugement de bref. — *Trew*. Tut fut il issint qe William ne avoit pas accion, come jeo ne conusse pas, unqore il nad pas cause dabatre ceo bref; qar si cesti bref abatereit il navera autre bref fors qe tiel com ceo est. — *Pole*. Ne-purkant le bref est faux le jour qil fut purchace, qe ne poet pas estre fait bon par vostre fait; qar si vous portez le mordancestre vivant vostre pere, et puis il devie, unqore le bref abatera. Et apres *Pole* de gree passa outre, et dist qe mesme cele tant com ele fut sole port son bref de Dower "unde nihil habet" en mesme la ville ou cesti bref est ore purchace vers mesme ceux retornable a la Quinzaine de Paske dreyn passe, a quel jour Alice apparust, et les tenantz furent essones, et avoint jour outre par lessone tanqa la Quinzaine de la Trinite, et en cel meen temps cesti bref fut purchace pendaunt lautre, jugement de bref. — *Trew*. Vous ne poetz pas abatre cesti bref si vous ne poez mustrer qe lun et lautre fut porte dun mesme tenement, et ceo ne poetz jammes faire si la demande nust este fait al primer bref. — *SCHAR*. Il ne poet jammes estre entendu fors qe de mesme les tenementz, del houre qe son bref "unde nihil habet" fut porte en une mesme ville. — *Trew*. Sire, il poet estre qe pendant le primer bref les tenantz purchaserunt tenementz en mesme la ville dount

A.D. 1337. is dowable; so one writ does not abate the other.—**SCHARSHULLE**. If the fact be so, you can plead it in order to maintain your writ.—**BASSET**. It may be that Alice's husband, of whose endowment &c., held in the same vill two messuages and two carucates of land, which tenements the tenants against whom this writ is brought held; and let us suppose that in the first writ the woman made her demand of the third part of one messuage and one carucate of land, and in this writ the husband and wife had made their demand of the third part of the other messuage and carucate of land, in this case the writ would not have abated the other: a fortiori in this case the one writ ought not to abate the other where no demand was made.—**SCHARSHULLE**. I do not think that two writs of Dower "*unde nihil habet*," of the endowment of one husband shall be maintained against a tenant in one and the same vill, if it be not on some special deed, which they ought to show if they wish to maintain their writ.—*Trewith*. Still we do not think that this writ ought to abate; for as soon as Alice took a husband the first writ was abated in law, so that it could not be said to be afterwards pending; as if I bring my writ against two and one die, I shall then purchase a new writ against him who is alive &c.—**SCHARSHULLE**. It is not a similar case; by the death of the party the writ is abated in law without plea from the party, so that he shall not have any judgment afterwards on the abatement of the writ; but here the writ is not abated until it is abated by judgment on plea of the party.—Wherefore he adjudged that they should take nothing by their writ &c.

**Replevin.** § Master Robert Hereward complained that one Hugh de Courteneye the elder tortiously took his beasts in the vill of Hide, in a certain place.—*Aeshe*. You have here Hugh, who avows the taking to be good and rightful, by reason that he is lord of the hundred of A., within the precinct of which hundred the vill of Hide is; and he says that he had three great courts holden in the year without summons, called Law-days, namely one

la femme est<sup>1</sup> dowable, issint lun bref nabate mie lau- A.D. 1337.  
tre.—SCH. Si le fait soit tiel vous le poetz pleder pur  
meyntenir vostre bref.—BASSET. Il poet estre qe le  
baron Alice de qui dowement &c. tiegne en mesme la  
ville deux mies et deux carue de terre, les queux tene-  
mentz les tenantz vers queux cesti bref est porte tenant;  
et posoms qen le primer bref la femme eit sa demande  
[de la terce partie del mies et lune carue de terre, et a  
cestui bref le baron et la femme ussent fait leur demande  
de la terce partie]<sup>2</sup> daltre mies et la carue de terre, en  
ceo cas le bref nad pas abatu lautre; a molt plus fort  
en ceo cas lun bref ne doit pas abatre lautre la où nulle  
demande est fait.—SCH. Jeo ne croy pas qe deux brefs  
de dower “unde “ nihil habet” dil dowement un baron  
serront meyntenuz devers un tenant en une mesme ville  
sil ne soit sur asqun fait especial le quels ils doivent  
moustrer sil voillent meyntenir lour bref.—Trew. Oncore  
nentendoms pas qe cesti bref doit abatre, qe si toust com  
Alice avoit pris baron le primer bref fut abatuz en  
ley, issint qil ne serra pas dit pendant apres; com en  
cas si jeo porte mon bref vers deux et lun devye,  
meyntenant jeo purchacerai novel bref vers celui qest  
en vie &c.—SCH. Il nest pas semblable; par mort de  
partie le bref est abatu en ley sans plee de partie,  
issint qil navera nul jugement apres sur labatement de  
bref; mes si le bref ne est pas abatu tanqil soit abatu  
par jugement sur plee de partie: par qei il agarda qils  
ne pristrent riens par lour bref &c.

§ Meistre Robert Hereward se pleint qun Hughe de Replegiari.  
Courteneye leigne atort prist ses avers en la ville de  
Hide en certain lieu.—Assh. Vous avez cy Hughe, qavoue  
la prise bone et droiturele, par la reson qil est  
seigneur del hundred de A., deynz la purceynte de quel  
hundred la ville de Hide est, et dit qil avoit trois  
grosses courts a tenir par an sanz somons qe lem apelle  
Laughadays, saver a tenir une court a la Quinzeine de

<sup>1</sup> I. nest mye.

<sup>2</sup> The passage in brackets is from  
I. and is not in T.





Seynt Michel, et une court apres la Nativite nostre A.D. 1337. Seigneur, et la terce court le Lundy proschein apres la Quinzeine de Pasche, et auxi trois autres courtz a tenir par an par somons apres les courts avantdites qe lem apelle Fullyng<sup>1</sup> dayes, a les qeux Laghedays et Fullyng dayes<sup>1</sup> la ville de Hide trovera un disener et iiii. hommes a presenter a les Laghedayes [totes choses presentables, &c. et a les fulfillyng a presenter ceo qe fust oblieet les concele a les Laghedayes et aussi,]<sup>2</sup> ceo qe fut avenuz entre les deux courtz, de quele venue et presentement W. de F. et A. sa femme, R. de C. et Johanne sa femme com de droit lour femmes furent seisiz, qui estat Hughe de Curteney ad par fin, et eux et lour femmes com de droit lour femmes et les auncestres lour femmes, [et ceux]<sup>3</sup> qui estat ils avoyent, seisiz de tut temps &c. Et pur ceo qe a la court tenuz a tiel jour le disener et les iiii. hommes ne vindrent pas, ils furent amerciez et lamerceiement affere a demi-mark, et pur cele demi-mark arere il avowa la prise &c. com des bestes un des tenantz de mesme la ville de Hide.—*Power* rehercea lavowere et dit qe le maner de Hide fut al Dean et al Chapitre de Excestre, et qil avoint de tut temps en mesme le maner vewe de frankplege, et toutz les tenantz de la ville de Hide de temps dount &c. avoient lour venue a cele lete; et dit outre qe la ou ils ount dit qe les femmes et lour barons com en le droit les femmes les auncestres les femmes et ceux qui estat ils avoyent furent seisiz de cele venue a lour hundred de tut temps dount &c., a ceo dioms nous qils ne furent pas seisiz &c. de temps dount memorie ne court, prest &c. —*Parn.* Cest averement nest pas acceptable; qar par cest averement il covient ajugger qe si asqun qe fut seigneur del hundred ne fut pas seisi del seute qe la seute serroit esteint en le droit, et qil recovereit ses damages devers nous; mes nous entendoms qe tut fut il issint qe ascuns des seignurs ne furent pas seisiz de

<sup>1</sup> L. and I. fulfillyng days.

<sup>2</sup> The words in brackets are from  
I., and are not in T.

A.D. 1337. lords were not seised of the suit, the suit would not be extinct, or if the day of those courts did not come in their time nevertheless the suit is due.—SCHARSHULLE. True; for if the suit had its origin before time of memory and has continued since, although there has been an interruption of seisin for 20 or 40 years, still the suit remains due and continues in the right where one cannot show an interruption in the right: for if a man claim common of pasture as appurtenant by prescription of time, although he and his ancestors were not seised for 20 years or 10, still his possession remains by right continued; but if one can show the title to have been interrupted in the right, as if both lands were in one and the same hand, that would extinguish the common; and in the present case you cannot maintain your avowry by a shorter seisin than a seisin from time whereof memory runs not; wherefore it seems that the fittest way would be to traverse this seisin; and this he has done. And on the other hand, to take issue on the seisin which you have specially alleged, namely whether the husbands and their wives were seised or not, that will not make an end between them; for although it were found that they were not seised, nevertheless your avowry could stand: and also although it were found they were seised that would not prove your avowry; wherefore &c.—*Trewith*. In this avowry which cannot be maintained without alleging a seisin from time whereof there is no memory, it is necessary to speak of some seisin specially, without which the avowry cannot be maintained; wherefore it seems that a traverse will be taken rather on that special seisin without which the avowry can not be maintained, than on the seisin from time whereof &c. or by showing that the seisin began since time of memory.—SCHARSHULLE. A traverse shall not be taken upon such an issue which was not a conclusion between the parties; and we think the seisin to have always continued if it began before time of memory and has been continued since, although the seisin was interrupted, if the title was not inter-

la seute ne serroit pas esteint, ou qe jour de ceux A.D. 1337. courtz ne vynt pas en lour temps nepurkaunt la seute est due. — SCHAR. Cest verite ; qar si la seute prist nesaunce avant temps de memorie et continue pus, coment qil eit interrupcion de seisine par xx. aunz ou xl. aunz unqore demoert la seute due et continue en le droit ou homme ne purra mustrer interrupcion en le droit ; qar si homme clayme comune de pasture com appendant par prescripcion de temps, coment qe lui et ses auncestres ne furent pas seisiz par xx. aunz ou x. unqore demoert en droit sa possession continue ; mais si homme purra mustrer le tittle interrupt en le droit, com si lune terre et lautre furent en uny mayn [puis temps de memorie]<sup>1</sup> cella estendera la comune ; et en ceo cas icy vous ne poez pas meyntenir vostre avowere par plus courte seisine qe par seisine de temps dont memorie nest ; par quei il semble qe plus propre ne purra estre qe de traverser cele seisine, et ceo ad il fait. Et daltrepart de prendre issue sur la seisine quele vous avietz allegge en especial, saver le quel les barons et lour femmes furent seisiz ou noun, cella ne fra pas fin entre eux, qar tut fut ceo trove qils ne furent pas seisiz, nepurkant vostre avowere purra ester ; et auxint tut fut ceo trove qils furent, cella ne proveit pas vostre avowere ; par quei &c. — Tr. En ceste avowere qe ne poet pas estre meyn tenuz sanz lyer seisine de temps dont il nad memorie, il covient de necessite de parler dascune seisine en especial sanz quele lavowere ne poet estre meynutenuz, par quei il semble qe travers prendra plus tost sur cele seisine speciale sanz quele avowere ne puist pas estre meintenuz qe sur la seisine de temps dount &c. ou a mustrer qe la seisine comencea pus temps de memorie. — SCHAR. Travers ne se prendra pas sur tiele issue qe ne fut mie fyne entre les parties ; et nous entendoms qe la seisine de tut temps estre continue si ele comencea avant temps de memorie et continue puis, coment qe la seisine fut interrupt, et la tittle ne fuyt interrupt

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<sup>1</sup> The words in brackets are from I.

A.D. 1337. rupted in the right: for in Eyre if the King bring Quo Warranto against a lord who claims a franchise, and he claim it by prescription, if it be found that it began before time of memory and that his ancestors continued it since, although it be found that he or any of his ancestors did not use it for a time, he shall make a fine for the non-user and the franchise shall remain to him and shall not be forfeited &c.—And afterwards the issue was received that neither the husbands and their wives nor any of the ancestors of the wives nor those whose estate they had were seised according to what he has supposed by his avowry, ready &c.—And the other side said the contrary.

Cessavit. § The Abbat of Swineshead brought his writ of Cessavit against one William and Alice his wife, and demanded certain tenements; and the writ said “com-  
mand William de F. and Alice his wife that justly &c.  
“ they yield up &c. those tenements which John de  
“ Byremund held of him by certain services and which  
“ to the said Abbat ought to revert because the said  
“ William and Alice have ceased for two years to do the  
“ said services;” and he counted that John held the  
tenements of him by such services, and said that the said  
tenements ought to revert to him because the said Wil-  
liam and Alice had ceased to do the said services.—  
*Gayneford.* We demand judgment of the writ; for no  
privity is shown between the Abbat who is the deman-  
dant and those against whom the writ is brought; and  
besides this, the writ does not suppose that William and  
Alice entered by John; wherefore we demand judgment  
of the writ.—*Parning.* By writ I cannot say any other  
is my tenant but he by whose hands I am seised of the  
services; for if I say that William and Alice his wife  
hold the tenements of me, and I should count that I  
was seised of the services by their hands, they would  
immediately traverse the seisin of the services by their  
hands, and so would oust me of my recovery &c.; and  
besides, I can not say by this writ that William and

en le droit &c.: qar en Eyre si le Roi porte un Quo A.D. 1337. warranto vers un seigneur qe cleyme franchise, et il la cleyme par prescripcion, sil trove soit qele comencea avant temps de memorie et ses auncestres le continuerent puis, coment qe trove soit qe lui ou asqun altre de ses auncestres ne le usa pas par un temps, il fra fin pur le noun user et la franchise lui demurra et ne serra pas forfait &c. Et apres lissue fut resceu qe les barons et lour femmes ne les auncestres les femmes ne ceux qui estat ils avoient ne furent pas seisiz solonc ceo qil ad suppose par avowere, prest &c. Et alii e contra.

§ Labbe de Swynesheved porta son bref de Cessavit Cessavit. vers un William et Alice sa femme et demanda certains tenementz; et le bref voleit Præcipe Billelmo de F. et Aliciæ uxori ejus quod juste &c. reddant &c. ceux tenementz quæ Johannes de Byremund de co tenuit per certa servitia et quæ ad ipsum Abbatem reverti debent eo quod predicti Willelmus et Alicia in faciendo predicta servitia per biennium cessaverunt; et il counta qe Johan tynt de lui mesme les tenementz par tiels services, et dit qe les tenementz a lui dussent revertir pur ceo qe les avantditz William et Alice en fesant les services avantditz en ount cesse. —*Gain.* Demandoms jugement de bref, qar par le bref privete nest pas suppose entre labbe qest demandant et ceux vers ceux le bref est porte; et ovesqe ceo le bref ne suppose pas qe W. et A. entrèrent par Johan; par quei nous demandoms jugement de bref. —*Parn.* Par bref ne puisse dire altre estre mon tenant fors qe celui par qi meynz jeo suy seisi des services; qar si jeo die qe William et A. sa femme tiegnent les tenementz de moi, et qe jeo countasse qe jeo fue seisi des services par my lour meyns, meyntenant il traversent la seisine des services par my lour meyns issint me ousteront de mon recoverir &c.; et ovesqe ceo jeo ne puisse pas dire par cesti bref qe W. et A.

A.D. 1337. Alice entered by John who held of him, because it is not the fact; wherefore if this writ is not maintained I am without recovery.—And afterwards the writ was adjudged good.—*Gayneford* prayed the view.—*Parning*. I demand the tenements by your own cesser; wherefore, for your own wrong you ought not have the view &c.—*Trewith*. By the writ and by your count you do not suppose any privity between us, as by saying that you were seised by our hands; and besides this, you do not say that we entered by him by whose hands you were seised of the services; and I may well be ignorant of which tenements the services issue of which you were seised by John's hand; and you do not assign in our person any act which we may have done which should give us knowledge which tenements are demanded.—*SCHARSHULLE*. In a writ of Customs and Services you will have the view.—*Trewith*. I know that I shall; and the cause is because he says that he himself or some one of his ancestors was seised of the services by the hand of him against whom the writ is brought or by the hand of some one to whom he is privy; but such a cause there is not here.—*Parning*. In no writ in which I suppose him against whom the writ is brought to be my tenant is the view grantable &c.; and the writ of Cessavit lies against no other than him who is my tenant &c.—*STONORE*. This writ is adjudged good, although we never saw one like it before; and I well know that you ought to have conceded the view at the commencement, if he would have admitted the writ to be good; wherefore he shall now have the view.—And he granted the view to him.

Wardship. § Robert brought his writ of Wardship against John and Alice his wife, who said that infant's ancestor did not hold of Robert, ready &c.—And the other side said the contrary. And after the "nisi prius" was granted, on the day when the Inquest should have been taken by the "nisi prius" Alice made default, and John appeared,

entrerent par J. qe tynt de lui, pur ceo le fait nest A.D. 1337.  
 pas tiel: par quei si cesti bref ne soit meyntenu jeo  
 su sanz recoverir.—Et apres le bref fut agarde bon.—  
*Gain.* demanda la vewe.—*Parn.* Jeo demande les tene-  
 mentz par vostre cesser demene; par quei de vostre  
 tort demene vous ne devez la vew aver &c.—*Trew.*  
 Par bref et par vostre count vous ne supposez nulle  
 privete entre nous, com a dire qe vous fustez seisi  
 par my noz meynz; et ovesqe ceo vous ne dites pas  
 qe nous nentrames par celui par qui meyns vous fustez  
 seisi des servicez; et jeo puisse bien estre mesconusant  
 des queux tenementz les services sont issantz des queux  
 vous fustez seisi par my la mayn Johan, et vous nas-  
 signez en nostre persone nul fait qe nous duissoms  
 aver fait qe nous durreit conisance queux tenementz  
 sont en demande.—*SCH.* En un bref des custumes et  
 des services vous averez la vew.—*Trew.* Jeo croi  
 bien qe jeo averai, et la cause est pur ceo qil dit  
 qe il mesme ou ascun de ses auncestres furent seisis  
 des servicez par my la meyn celui vers qui le bref  
 est porte ou par my la mayn asqun a qui il est prive;  
 tele cause, nad il pas icy.—*Parn.* En nul bref ou jeo  
 suppose celui vers qui le bref est porte estre mon  
 tenant la vew nest pas grauntable &c.; et bref de ces-  
 savit gist vers nul altre fors qe devers celi qest mon  
 tenant &c.—*STONOR.* Cesti bref est agarde bon la ou  
 nous navoms pas vew un altre tiel avant ces hures;  
 et jeo say bien vous dussez aver grante la vew al  
 comencement sil voldra aver grante le bref bon; par  
 quei il avera ore la vew. Et lui granta la vewe.

§ Robert porta son bref de garde vers Johan et Garde.  
 Alice sa femme, qe disoint qe launcestre lenfaunt ne  
 tynt pas de Robert, prest &c. Et alii e contra. Et  
 apres le "nisi prius" fut grante, al jour qe lenquest  
 dut aver este pris par le "nisi prius," Alice fist defaute,



A.D. 1387. and therefore the default of the wife will be adjudged the default of the husband; nevertheless the Justices took the Inquest, which said that the infant's ancestor held of Robert; and upon this they had a day here at this day; and now the parties were called, and John came not, wherefore Alice said that she had come before judgment given and she prayed to be received to defend her right, on the default of her husband &c.; and Robert prayed judgment on the verdict; for he said that she was not within the case of the statute<sup>1</sup> so as to be received, because the freehold was not in demand, and besides this, there was nothing to lose by the default, but by the verdict of the Inquest which was taken on the default; but the Inquest was taken on the mise of the parties.

Voucher,  
cui in vita.

§ In a plea of land the tenant vouched to warranty one Thomas as the assignee of John, and the voucher was accepted, and a writ issued to summon Thomas, returnable now: and now Thomas came and asked what he had to bind him to warranty; and the tenant put forward a deed which stated that one William the father of Thomas, whose heir he is, had enfeoffed John of the same tenements, to hold to him and his heirs for ever, and bound himself and his heirs to warrant John and his heirs for ever, and moreover he showed how he was assignee, and he put forward both deeds.—*Trewith*, for Thomas, said that he entered on the warranty as heir of William, as one having nothing by descent in fee simple; and he said moreover that he could not deny the action of the demandant.—*Parning* offered to aver that on the day of the voucher he had assets by descent of the tenements of William, which descended to him from [William], ready &c.—SCHARSHULLE. He may have such an estate that you will recover against him to the value, and such an estate that you will not &c.—And he adjudged that the demandant should recover against the tenant, and the tenant over to the value against Thomas of what he had by descent &c.—And afterwards *Parning* offered to aver

<sup>1</sup> Westm. 2, 13 Edw. I. c. 3.

et Johan apparust, et pur ceo la defaute la femme A.D. 1337. serra ajugge la defaute le baroun &c. ; nepurkaunt les Justices pristrent lenquest, qe dit qe launcestre lenfant tynt de Robert ; et sur ceo avoient jour ceynz ore a cesti jour : et ore les parties furent demandez et J. ne vynt pas, par quei A. dit qe ele fut venuz avant jugement rendu et pria destre resceu a defendre son droit par la defalte son baron &c. : et Robert pria jugement sur verdit, qar il dit qe ele ne fut pas en cas destatut de estre resceu, pur ceo qil nad pas franktenement en demande, et ovesqe ceo il ni ad rienz a perdre par defaute, eynz par verdit denquest qe fut pris par defaute, mais lenqueste fut prise a mise des parties.

§ En ple de terre le tenant voucha a garrantie un Voucher. Thomas com assigne Johan, et le voucher accepte, et bref issist a somoundre Thomas returnable a ore : et ore Thomas vynt et demande ceo qil ad de lui lyer a la garrantie ; et le tenant mist avant fait qe voleit qun William pere Thomas, qi heir il est, avoit enfeffe Johan de mesme les tenementz a lui et a ses heirs a toutz jours et obliga lui et ses heirs a la garrantie a Johan a lui et ses heirs a toutz jours ; et outre mustra coment il fut assigne et mist avant lun fait et lautre. —*Trew.* dit pur Thomas qil entra en la garrantie com heir William com celui qi riens nad par descente enfee simple ; et dit outre qil ne pout dedire laccion le demandant. —*Parn.* tendi daverer qe jour de voucher il avoit assetz par descente des tenementz William qe lui descenderent de [William] prest &c. —*SCH.* Tiel estat put il aver qe vous recoveretz devers lui a la value, et tiel estat qe ne mye &c. Et il agarda qe le demandant recoverast vers le tenant, et le tenant outre a la value vers Thomas qil ust par discente &c. — Et apres *Parn.*

A.D. 1337. that on the day of the voucher Thomas had assets in fee simple of tenements which descended to him from William, ready &c. ; and he said where, that is to say in the vill of Forestenhalle, and in several other vills which he named &c.—*Trewith*. As to the lands and tenements in all the other vills but Forestenhalle let the averment stand. And as to the tenements in Forestenhalle, Thomas tells you that he entered on those tenements after the death of William as son and heir, and a long time after before this writ of “cui in vita” was brought against the tenant, Thomas divested himself of the same land to Marion who was the wife of William de Forestenhalle, to her and her heirs for ever, and afterwards Marion was disseised of the same tenements by one Roger de F. and others long before Thomas was vouched, and the estate which Thomas had on the day of the voucher was after the disseisin which Robert effected on Marion ; on which disseisin Marion brought an assise of Novel disseisin against Roger and this Thomas and several others, and the date of the writ was long before the voucher.—And now at the Gules of August the assise was taken before Sir Richard de Aldeburgh and his companions. By verdict of the assise the disseisin was found, so that by the recovery the estate which Thomas had was defeated, and Marion was remitted to her first estate ; and afterwards Marion gave the same tenements to this Thomas to hold to him and the heirs of his body begotten, and if he should die &c. remainder to Alexander de F. &c. in fee tail, so that the estate which Thomas had on the day of the voucher was defeated by Marion’s recovery, and the estate which he now has was in fee tail, and we do not think that he ought to recover against us to the value of those tenements.—*Parning*. We will aver that on the day of the voucher Thomas had the fee in the tenements which descended to him from William, ready &c.—*Trewith*. We freely admit that on the day of the voucher Thomas had the fee, for every tenant by disseisin has a fee until his estate be defeated ;

tendi daverer qe Thomas avoit assetz jour de voucher A.D. 1337. en fee simple de tenementz qe lui descenderent de William, prest &c., et dit ou, cest assaver en la ville de Forestenhalle, et en plusurs autres villes qil noma &c.—*Trew.* Quant a les terres et tenementz en toutz les autres villes horpris Forenstalle, estoise laverement. Et qant a les tenementz en Forestenhalle, Thomas vous dit qil entra en ceux tenementz apres la mort W. com fitz et heir, et long temps apres avant ceo qe cesti bref de "cui in vita" fut porte vers le tenant, Thomas se demist de mesme la terre a Marioun qe fut la femme William de Forestenhalle a lui et a ses heirs a toutz jours, et apres Mariot fut disseisi de mesme les tenementz par un Roger de F. et altres long temps avant ceo qe Thomas fut vouche, et lestat qe Thomas avoit jour de voucher fut pus la disseisine qe Robert fist a Marioun, sur quele disseisine M. porta une assise de novele disseisine devers Roger et cesti Thomas et plusurs altres, et le date de bref fut long temps avant le voucher. Et ore a la goule daugst lassise fut pris devant Sire Richard de Ald. et ses compaignons; par verdit dassise la disseisine fut trove, issint qe par recoverir lestat qe Thomas avoit fut defait et Marioun remys en son primer estat; et apres Marioun dona mesme les tenementz a cesti T. a lui et a les heirs de son corps engendrez, et sil devye &c., le remeindre a Alisandre de F. &c. en fee taille, issint qe lestat qe Thomas avoit jour de voucher fut defait par le recoverir M., et lestat qil ad ore fut de fee taille, et nentendoms qil deive devers nous a la value de ceux tenementz recoverir.—*Parn.* Nous voloms averer qe [jour de voucher] Thomas avoit fee des tenementz qe lui descendirent de William, prest &c.—*Trew.* Nous conisoms bien qe jour de voucher Thomas avoit fee, qar chesqun tenant par disseisine ad fee tanqe son estat soit defait;

A.D. 1337. and I say confidently that although Thomas had a fee in that manner in the tenements on the day of the voucher, and afterwards his estate was defeated by Marion's recovery, if Marion was now tenant of the same tenements you would not have the tenements out of her possession; no more shall you have them out of the possession of Thomas, although he be tenant, since his estate is only a fee tail, and upon this I will demur in judgment.—*Parning*. And I demand judgment, since you have admitted that on the day of the voucher Thomas had the fee, and that he is at this day tenant of the same tenements: and as to your statement that he has only a fee tail, I have no need to plead to that, wherefore I demand judgment.—*SCHARSHULLE*. It used to be law that when tenements descended to a man by heritable descent after the death of his ancestor, and he afterwards aliened them and retook an estate to himself alone for the term of his life, if he were vouched by the deed of that ancestor and the tenant lost, that he should have to the value of those tenements which the vouchee held for the term of his life; but that if he retook an estate to himself and another, then the tenements should not be delivered to the value &c., for that would be a disseisin to him who had a joint estate with the heir.—*Trewith*. I think that never by judgment here shall delivery be made of tenements to the value except in the case where he who is vouched has as high an estate, in the tenements to be delivered to the value, as the tenant had in the tenements which he lost: for this Court will not give any judgment where it sees that the judgment will be prejudicial to one other than him against whom the judgment is given.—*Parning*. You are wrong; for if a man be bound to warrant certain tenements by his own deed, and he is vouched and enter into warranty, if the demandant recover &c., the tenant shall have to the value those tenements which the vouchee had only for term of life; and this judgment will be as prejudicial in this case to another as it would

et jeo die bien qe coment Thomas avoit fee par la A.D. 1337. manere en les tenementz jour de voucher, et apres son estat defait par le recoverir Marioun, si M. fut tenant huy ceo jour de mesme les tenementz vous naverez pas les tenementz hors de sa possession; nient plus naverez vous hors de la possession Thomas coment qil soit tenant, del hure qe son estat nest fors qe de fee taille, et sur ceo jeo voil demurer en jugement.—*Parn.* Et jeo demande jugement del hure qe vous avez conu qe jour de voucher Thomas avoit fee, et qil est huy ceo jour tenant de mesme les tenementz; et a ceo qe vous ditez qil nad qe fee taille, a ceo nai jeo mester a pleder, par quoi jeo demande jugement.—*SCH.* Il soleit estre ley qe qant tenementz descendirent a un homme par discente de heritage apres la mort son ancestre, et apres les aliene et reprent estat a lui soul a terme de sa vie, sil soit vouche par le fait celui auncestre et le tenant perde, il avera a la value de ceux tenementz qe le vouche<sup>1</sup> tynt a terme de sa vie; mais sil eit repris estat a lui et a un altre, adunques les tenementz ne serrount pas liveres a la value &c., qar ceo serroit une disseisine a celui qad joynt estat ove le heir.—*Trew.* Sire, jeo entenke qe jammes par jugement de ceinz tenementz ne serrunt liveres a la value fors qe en cas ou celi qest vouche ad auxint halt estat en les tenementz qe serrunt liveres a la value com le tenant avoit en les tenementz qil perdist; qar ceste court ne rendra nul jugement la ou ele veit qe le jugement serroit prejudiciel a autre qe a celui vers qui le jugement est rendu.—*Parn.* Vous ditez mal; qar si homme soit oblige a garrantir certains tenementz par son fait demene, et il est vouche et entre en la garrantie, si le demandant recovere &c., le tenant avera a la value ceux tenementz les queux le vouche navoit fors qe a terme de vie; et auxint prejudiciel serra ceo jugement en ceo cas a autre com

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<sup>1</sup> T. tenant.

A.D. 1337. be if he should be vouched by the deed of his ancestor &c.—SCHARSHULLE. The case is not the same; for in the case where a man is vouched by his own deed, it is right that he should give to the value of the tenements which he has, whatever estate he may have in the tenements; but where he is vouched by the deed of his ancestor he shall not give to the value except of tenements which he has by descent in fee simple from the same ancestor.—*Parning*. You have admitted that the tenements descended to him in fee simple, and that at the time of the voucher he was tenant of the same tenements by the disseisin effected on Marion.—*Trewith*. Not so; I have not said that he disseised Marion, but that he was tenant after the disseisin which Roger effected on Marion.—*Parning*. If it be so, at least you have given no other estate to Thomas then, except that he was tenant by disseisin; and when by the words of your plea you now give no estate to him except by disseisin, then it can not be understood otherwise than that he claimed to be in of his first estate, and that was in the estate which he had by heritable descent; and if so, although he have now only an estate tail &c., if those tenements shall be delivered to the value, the issue in tail will be foreclosed from demanding the same tenements, because they were delivered to us to the value of the estate which his ancestor had before the entail commenced &c.—And afterwards the tenant was asked if he who was vouched and entered into warranty had assets in the manor of F. for having to the value or not; and the tenant said that he had assets in the same manor to make recompence to the value: wherefore &c.—SCHARSHULLE adjudged that the woman should recover her demand against the tenant, and he over to the value against his warrantor of the tenements whereof he had admitted that he was tenant in F. &c. And the attorney of the warrantor prayed that his plea might be entered, to wit that he admitted that the warrantor had in the manor only a fee

serroit sil serroit vouche par le fait son auncestre &c. A.D. 1337.

—SCHAR. Il nest pas semblable; qar en le cas ou homme est vouche par son fait demesne, il est reson qil face a la value des tenementz qil ad, quel estat qil ad en les tenementz; mais la ou il est vouche par fait dauncestre il ne fra mie a la value fors qe des tenementz qil ad per discente en fee simple de mesme launcestre.—*Parn.* Vous avez conu qe les tenementz lui descendirent en fee simple, et qe al temps de voucher il fut tenant de mesme les tenementz par disseisine faite a Marioun.—*Trew.* Il nest pas issint; qe jeo nai pas dit qil disseisi Marioun, eynz qil fut tenant puis la disseisine qe Roger fit a Marioun.—*Parn.* Sil soit issint, al meyns vous avez done nul autre estat a Thomas adonques fors qe il fut tenant par disseisine; et qant par paroules de vostre ple vous ne donez nul estat a lui fors qe par disseisine, donques il ne poet autrement estre entendu for qe qil clama destre en son primer estat, et ceo fut en lestat qil avoit par discente de heritage; et si sic, tut neit il ore fors qe fee taille &c., si ceux tenementz serront liveres a la value, lissue en la taille serra forclos a demander mesme les tenementz pur ceo qil furent liveres a nous a la value de lestat qe son auncestre avoit avant ceo qe la taille comencea &c. Et apres demande fut de tenant si celui qe fut vouche et entre en la garrantie avoit assez en le manoir de F. de aver a la value ou noun; et le tenant dit qil avoit assez en mesme le manoir de faire a la value; par quei &c. SCH. agarda qe la femme recoverast vers le tenant sa demande, et il outre a la value vers son garrant des tenementz qil avoit conu qil fut tenant en F. &c. Et latturue le garrant pria qe son ple fut entre, saver qil conust qe la garrant nad en



A.D. 1337. tail &c. And the Court said that the thing should be entered &c.

Dower. § See the commencement in Michaelmas term in the 4th year, in a writ of Dower which Sybil who was the wife of Aleyn Plunkenet brought.—SCHARSHULLE. The record says that Aleyn “by virtue of a certain writing “shown to him warranted gratis,” so the record does not prove that Aleyn by force of the warranty which Richard his ancestor had made entered &c., nor in your plea did you offer to aver the warranty to be dereigned by force of the deed, wherefore it seems that by your plea you have not defeated in right the estate of Aleyn &c.—*Stouford*. The statute<sup>1</sup> says that in the case where the demandant has recovered against a tenant of tenements by default, if afterwards the wife of the tenant who lost bring her writ of Dower against him who recovered the tenements from her husband, and he alleges that he recovered the tenements against her husband by judgment, “to which the tenant must needs answer “if it be asked of him;” and we are not in the case where we ought to show our right to be such as we suppose by our voucher, because such a plea is not between the demandant and the tenant but between the tenant and vouchee; and if the Court sees that I am in such condition that I ought to show that Aleyn ought to warrant by force of the deed of his ancestor Richard, I am ready to aver this if the Court will receive it.—*Parning*. You ought to have said this in your plea when you demurred in judgment, and this you did not; wherefore you shall not get now to &c. And although you be able now to get thereto, still you shall not be received to maintain the right of the warranty if you have not in hand the deed whereby you would bind him to warranty; and if you had it now in hand, Sybil would be received to avoid the deed as by saying that nothing passed by the deed, or that

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<sup>1</sup> Westm. 2. 13 Edw. I. c. 4.

le manoir fors qe fee taille &c. Et la court dit qe A.D. 1337.  
la chose serroit entre &c.

§ Vide principium Mich. iiij<sup>to</sup> en un bref de dower *Dowers*.  
qe Sibille qe fut la femme Aleyn Plunkenet porta.—  
SCH. Le record voet qe "Aleyn virtute cujusdam  
" scripti sibi ostensi gratis warrantizavit," issint ne  
prove pas le record qe Aleyn par force de la garrantie  
qe Ricard son auncestre avoit fait entra &c., nen vostre  
ple vous tendistes pas daverer la garrantie estre de-  
reigne par force de feet, par quei il semble qe par  
vostre ple vous navez pas defait en droit lestat Aleyn  
&c.—*Stouf*. Lestatut voet qe en cas ou le demandant  
ad recoveri vers un tenant tenementz par defaute, si  
apres la femme le tenant qe perdist porte son bref de  
dower devers celui qe recoveri les tenementz vers son  
baron [et il allege qil recoveri les tenementz vers son  
baron]<sup>1</sup> par jugement, "ad quod tenens necesse habet  
" respondere si ab eo queratur," et nous ne sumes pas en  
le cas qe nous devons mustrer nostre droit estre tiel  
com nous supposoms par nostre voucher, pur ceo qe tiel  
plee nest pas entre le demandant et le tenant, [einz  
entre le tenant]<sup>1</sup> et le vouche ; et si court veie qe jeo soi  
en cas qe jeo dei mustrer qe Aleyn devoit garrantir par  
force de fait Ricard son auncestre, prest sui daverer ceo  
qe<sup>2</sup> la court voudra resceivre.—*Par*. Ceo dussetz aver  
dit en plee qant vous demurastes en jugement, ceo ne  
feistes vous pas, par quei vous navendrez pas a ore  
&c. Et tut puissez vous avener a ore, unqore vous  
ne serrez pas resceu de meyntenir le droit de la gar-  
rantie si vous ne eiez le fait en poyn par quel vous  
lui liassez a la garrantie, et si vous le ussez ore en  
poyn Sibille serra resceu a voider le fait com a dire  
qe rienz ne passa par le fait, ou qe Ricard fut deynz

<sup>1</sup> The passages in brackets are  
from L. and are not in T.

<sup>2</sup> I. si.

A.D. 1337. Richard was under age at the time of the making thereof, or was of unsound mind, and thereby to maintain her action of Dower &c.

Assise of  
Novel dis-  
seisin.

§ Assise taken at Exeter before WILLIAM DE SCHARSHULLE and his companions Justices of our lord the King assigned to take assises in the county of Devon, on Thursday in the vigil of the assumption of the blessed Mary, in the 11th year of the reign of King Edward the third from the Conquest. The assise comes to recognise if Hugh de Grineton and Richard de G. unjustly &c. disseised Michael Beria of Lyncetone of his freehold in Ilsingtone after the first &c., and whereof he complains that they disseised him of a messuage and eight acres of land with the appurtenances. And Hugh and Richard come not. And the said Hugh was attached by William de Stowe and William de Stroude; so he is in mercy. And concerning the said Richard the sheriff sent word that he was not found nor had he bail or anything by which he could be attached. So let the assise be taken against the said Hugh and Richard by default. The recognitors, chosen with the assent of the said Michael, say upon their oath that the tenements put in view are only one messuage and one acre and a quarter of land, which formerly were in the seisin of a certain James de Constrete, which said James by his charter gave and granted and by that charter confirmed to the said Michael a moiety of the said tenements, to hold to him and his heirs for ever in common with the said James and his heirs, and gave seisin to him to hold in the form aforesaid. And they say that afterwards the said Michael enfeofed the said Hugh de Grinetone against whom &c. of a moiety of his said moiety, to hold in common with the said Michael and the said

age al temps de confeccion, ou de noun seyne memorie, A.D. 1337.  
et par taunt meyntenir sa accion de dower &c.

§ Assisa capta apud Exon. coram Willelmo de Sch.<sup>1</sup> Assisa  
et sociis suis Justiciariis domini Regis ad assisas in novæ dis-  
comitatu Devonie capiendas assignatis die Jovis in seisinia.  
vigilia assumptionis beatæ Mariæ anno regni regis  
Edwardi tercii a conquestu ximo.<sup>2</sup> Assisa venit recog-  
nitura si Hugo de Grinetone et Ricardus de G. injuste  
&c. disseisiverunt Michaelē Beria de Lyncetone de  
libero tenemento suo in Ilsingtone post primam &c., et  
unde queritur quod disseisiverunt eum de uno messuagio  
et octo acris terræ cum pertinentiis. Et Hugo et  
Ricardus non veniunt. Et idem [Hugo] fuit at-  
tachiatus per Willelmum de Stowe et Willelmum de  
Stroude; ideo ipse in misericordia. Et de predicto  
Ricardo mandavit vicecomes quod non est inventus  
nec habet ballium nec aliquod per quod potest at-  
tachiari. Ideo capiatur assisa versus predictos Hugo-  
nem et Ricardum per defaultam. Recognitores ex  
assensu predicti Michaelis electi dicunt super sacra-  
mentum suum quod tenementa in visu posita non sunt  
nisi unum messuagium et una acra et quarta pars  
unius acræ terræ tantum, quæ quidem quondam  
fuerunt in seisinā cujusdam Jacobi de Constrete, qui  
quidem Jacobus per cartam suam dedit concessit et  
carta illa confirmavit ipsi Michaeli medietatem eorum-  
dem tenementorum tenendam sibi et heredibus suis  
in perpetuum in communi cum ipso Jacobo et here-  
dibus suis, et liberavit ei seisinam tenendam in forma  
predicta. [Sed dicunt quod predictus Jacobus nunquam  
totaliter se dimisit de tenementz illis, sed permisit  
ipsum Michaelē tenere in communi cum ipso Jacobo in  
forma predicta.<sup>3</sup>] Et dicunt quod postea ipse Michael de  
medietate suæ medietatis predictæ feoffavit predictum  
Hugonem de Grinetone versus quem &c., tenendum in  
communi cum ipso Michaele et predicto Jacobo, virtute

<sup>1</sup> I. Shreshulle.

<sup>2</sup> I. decimo.

<sup>3</sup> The passage in brackets is from  
L. and is not in T.

A.D. 1337. James, by virtue of which feoffment the said Michael James and Hugh were seised in the form aforesaid. And as to that moiety of the said moiety which remained to the said Michael, it was agreed between the said Michael and the said Hugh that if the said Hugh should pay to the said Michael a certain sum of money at a certain term fixed by them, the said Michael after payment made to him should enfeof the said Hugh of the other moiety of the said moiety which the said Michael retained to himself &c. : at which term of payment the said Hugh did not pay the said sum of money to the said Michael, so that for failure of the said payment the said Michael did not nor would he enfeof the said Hugh of the said moiety of a moiety: nevertheless the said Hugh has utterly amoved the said Michael from the said moiety of the said moiety then remaining to the said Michael, and never permitted the said Michael to take the profits thereof; and they pray the aid and discretion of the Justices &c. The Jurors were asked if the tenements aforesaid were ever divided between the said James and Michael, and they say that they were not. And being asked if the said amoval was made with force and arms, or not, they said it was not. The Jurors were asked concerning the damages of the said Michael, if a disseisin should be adjudged, and they assess the damages of the said Michael at 3s. 4d. And upon this a day is given here to the said Michael on Thursday in the second week of Lent &c. to hear his judgment on the said verdict, because the Justices not yet, &c. At which day the said Michael comes in his proper person; and a day is given to him here on Saturday on the morrow of the assumption of the blessed Mary, in statu quo prius: at which day he comes in his proper person; and upon this a day is given to him at York before the said Justices &c. on Monday in one month of St. Michael to hear his judgment on the aforesaid verdict. And upon this the said Michael puts in his place Richard Eleworthe in the aforesaid plea.

cujus feoffamenti iidem Michael Jacobus et Hugo seisiti A.D. 1337.  
fuerunt in forma predicta. Et quoad illam medietatem  
predictæ medietatis versus ipsum Michaelem remanen-  
tem convenit inter ipsum Michaelem et predictum  
Hugonem videlicet quod [si] idem Hugo solveret predicto  
Michaeli certam summam pecuniæ ad certum terminum  
inter eos limitatum, quod idem Michael post solu-  
tionem sibi factam feoffare deberet ipsum Hugonem  
de alia medietate predictæ medietatis quam idem  
Michael penes se retinuit &c. Ad quem quidem ter-  
minum solutionis &c. predictus Hugo non solvit predicto  
Michaeli predictam summam pecuniæ, per quod idem  
Michael predictum Hugonem de predicta medietate  
illius medietatis non feoffavit nec feoffare voluit pro  
defectu solutionis predictæ. Predictus tamen Hugo  
predictum Michaelem de eadem medietate predictæ  
medietatis versus ipsum Michaelem usque tunc re-  
manente omnino amovit et ipsum Michaelem proficua  
inde nunquam percipere permisit, et petunt auxilium  
et discretionem Justiciariorum &c. Jurati quesiti si  
tenementa predicta unquam partita fuerunt inter pre-  
dictos Jacobum et Michaelem, qui dicunt quod non.  
Jurati etiam quesiti si predicta amotio vi et armis facta  
fuit, necne, qui dicunt quod non. Jurati quesiti de  
dampnis predicti Michaelis si disseisina adjudicetur,  
qui assident dampna ipsius Michaelis ad tres solidos  
et quatuor denarios. Et super hoc dies datus est pre-  
dicto Michaeli hic die Jovis in secunda septimana  
Quadragesimæ &c. de audiendo iudicio suo de veredicto  
predicto, eo quod Justiciarii nondum &c. Ad quem  
diem venit predictus Michael in propria persona sua; et  
dies datus est ei hic die Sabbati in crastino assump-  
tionis beatæ Mariæ in statu quo prius. Ad quem diem  
venit in propria persona sua, et super hoc dies datus est  
ei apud Eborum coram prefatis Justiciariis &c. die Lunæ  
in mense Sancti Michaelis de audiendo iudicio suo de  
veredicto predicto. Et super hoc predictus Michael  
ponit loco suo Ricardum Eleworthe de placito predicto.

A.D. 1837. § See the beginning above in a writ of Formedon Formedon, which William de Twenge brought, Easter in the 11th year.—STONORE. You have shown by matter of record that [as to] Robert who prays to be received and Alice his wife and John de Horneby, execution was awarded to them against the tenant in the “scire facias,” and thereby as some think you yourself have shown that your writ is abated; wherefore it seems that by R. praying to be received to defend his right he gives you an advantage; for thereby he admits that he against whom you have brought your writ is tenant of the freehold.—*Parning*. I will not have the advantage which he gave me; and if my writ ought to abate inasmuch as execution was awarded and not then followed up, it is in vain that you hold a plea on this prayer to be received.—STONORE. I do not say that your writ will abate, for it may be that by this writ you demand other tenements than those whereof they demanded execution; and it ought rather to be understood by the record which you have put forward than otherwise; for the record which you have put forward speaks of another quantity than that which you demand by this writ.—*Parning*. I urge it on him that they are the same tenements, and he does not deny it.—HILLARY. How shall the Court receive you to say that the “scire facias” was sued for the same tenements, when you were not party to the record with Robert to maintain that it was for other tenements, whereas he has not answered and so is not a party to the plea?—And upon this a day was given over to William de Twenge until the octaves of the Purification; and Robert was told to be there on the same day, if he thought it would be of use to him.

Entry ad  
terminum  
qui pre-  
terit.

§ One William brought his writ and demanded certain tenements against one Joan; and the writ said, “into which Joan had not entry unless by Robert and Lettice his wife to whom J. father of William, whose heir he is, leased for a term which has passed.”—*Stouford*. Joan tells you she has nothing in the tenements

§ Vide principium supra en un bref de fourme doun A.D. 1337.  
 qe William de Twenge porta Pasch. ximo. — STONOR. Forma donationis.  
 Vous avez mustre par chose de record qe Robert qe  
 prie de estre resceu et Alice sa femme et Johan de  
 Horneby qe execucion lour fut agarde vers le tenant  
 en le Scire facias, et par taunt en entencioun des ascuns  
 vous avez mesme mustre qe vostre bref est abatu; par  
 quei il semble qen tant qe R. prie de estre resceu a  
 defendre son droit par tant il vous fait avantage, qar  
 par taunt il grante qe celui vers qui vous avez porte  
 vostre bref est tenant de franktenement. — *Parn.* Jeo  
 ne voil pas aver lavantage qil moi fist; et si mon bref  
 doit abatre, par taunt qe execucioun fut agarde et ne  
 mie suy adonques, est ceo en vein qe vous tenez plee  
 sur ceo prier de estre resceu. — STONOR. Jeo ne die pas  
 qe vostre bref abatera, qar il put estre qe vous de-  
 mandez par cesti bref autres tenementz qil demande-  
 runt execucioun; et ceo doit homme entendre plus tost  
 par le record qe vous avez mys avant qe autrement;  
 qar le record qe vous avez mys avant parle daltre quan-  
 tite qe vous ne demandez par cesti bref. — *Parn.* Jeo  
 luy surmette qils sont mesme les tenementz, et il ne  
 dedit pas. — HILLARY. Coment resceivra la Court vous  
 a dire qe le "Scire facias" fuit suy de mesme les tene-  
 mentz, la ou vous ne fustes pas partie a cel record ove  
 Robert a meyntenir qil fut daltres tenementz, la ou il  
 nad pas respondu et par tant nient partie al plee? Et  
 sur ceo jour fut done outre a William de Twenge tanqe  
 a les Octaves de la Purificacion; et dit fut a Robert  
 qil fut a mesme le jour si sibi viderit expedire.

§ Un William porta son bref et demanda certains te- Entre ad terminum qui pre-  
 teriit.  
 nementz vers une Johanne; et le bref voleit en les  
 ceux Johanne navoit entre sinoun par Robert et Let-  
 tice sa femme as ceux J. pere W., qui heir il est, lessa  
 a terme qe passe est. — *Stouf.* Johanne vous dit qe ele



A.D. 1337. but for the term of her life, by lease from Robert and Lettice his wife to her and to Roger her late husband and the heirs of Roger, so the right remains with Richard son and heir of Roger, without whom we cannot bring these tenements into judgment, and we pray aid of him.—And the aid was granted &c.—And he came by summons and joined with Joan; and as to parcel they pleaded in bar by the release of John the father; and as to the residue they said that he leased in fee, ready &c.—Afterwards Joan made default, wherefore Richard came and prayed to be received to defend his right, and he showed how the reversion belonged to him, and he said that one Lettice gave the same tenements to Roger and to this Joan who was then his wife, and to the heirs of Roger, and he said that he was the heir of Roger, and so the reversion belonged to him, and he prayed to be received.—*Trewith*. Your prayer to be received is contradictory to our writ, for our writ says that Joan entered by Robert and Lettice, and by his prayer he supposes that Joan entered by Lettice alone; wherefore if we granted the resceit, we should abate our own writ; wherefore &c.—And afterwards the Court, ex officio, received him. And afterwards *Stouford* said, for Richard who was received, that whereas William supposes by his writ that Joan entered by Robert and Lettice his wife, we say that Joan entered by Lettice alone; judgment of the writ.—*Trewith*. He who is received to defend his right shall not have a plea in abatement of the writ except where if he have not his plea he will be ousted of his voucher; but here, although he have not this plea he shall be received to vouch Lettice alone; wherefore he shall not have the plea in abatement of the writ.—*SCHARSHULLE*. He who is received to defend his right shall have a plea in abatement of the writ in respect of the matter of the writ; and this plea is to the matter of the writ and not to the form.—*Trewith*. He shall no more have a plea in abatement of the writ in respect of the matter than he shall

nad riens en les tenementz qe a terme de sa vie dil A.D. 1337. lees R. et Letice sa femme a lui et a Roger jadis son baron et as heirs Roger, issint demoert le droit ove Ricard fitz et heir Roger sanz qui nous ne poms ceux tenementz mener en jugement, et prioms eide de lui. Et leide fut grante &c. Et il vynt par le somons et se joynt ove Johanne; et qant a parcelle ils plederent en barre par le relees Johan le pere; et qant al remenant ils disoyent qil lessa en fee, prest &c. Pus Johanne fist defaute, par quei Ricard vynt et pria de estre resceu a defendre son droit, et mustra coment la reversion fut a lui, et dit qune Letice dona mesme les tenementz a Roger et a ceste Johanne adonques sa femme et as heirs Roger, et dit qil fut heir Roger, issint est la reversion a lui, et prie de estre resceu &c.—*Trew.* Vostre prier de estre resceu est a contraire de nostre bref, qe nostre bref voet qe Johanne entra par Robert et Letice, et par sa priere il suppose qe Johanne entra par Letice soule, par quei si nous grantassoms la rescete nous abatassoms nostre bref demene; par quei &c. Et apres la Court doffice lui resceust &c.; et apres *Stouf.* dit, pur Ricard qe fut resceu, qe la ou W. suppose par son bref qe Johanne entra par Robert et Letice sa femme, la dioms nous qe Johanne entra par Letice soul, jugement de bref.—*Trew.* Cesti qest resceu a defendre son droit navera mie plee en abatement de bref fors qe en cas qe sil neit son plee qil serra ouste de son voucher; mais icy tut neit il ceo plee il serra resceu de voucher Letice soule; par quei il navera mie le plee en abatement de bref.—*SCH.* Celui qest resceu a defendre son droit avera plee en abatement de bref qant a la matire de bref, et ceo plee est a matire de bref, et ne mie a la fourme.—*Trew.* Il navera nient plus plee en abatement de bref a la matire qil avera

A.D. 1337. have it in respect of the form, except where if have not the plea he will lose his voucher: and besides this, he shall not have a plea in abatement of the writ, for heretofore William brought his writ of Entry against this same Joan, and demanded the same tenements, and supposed by his writ that Joan had not entry unless by Lettice to whom John, father of William, leased them for a term which is passed &c.; to which Joan said that she did not enter by Lettice alone but by Robert and Lettice; wherefore the writ abated; so that we took this writ according to what Joan gave us, which writ Joan could not have abated, nor consequently could Richard who is received on Joan's default &c.; for if this writ abate by Richard's plea, he cannot give us a good writ against Joan; for no other than he who can give me a good writ shall be received to abate my writ.—*Stouford*. You ought to take such a writ as you will maintain at your peril; and if your writ be true you can well maintain it and thereby recover the land; for the land is put in jeopardy against the writ; and if the writ be false in its matter it is right that the writ should abate.—*SCHARSHULLE*, ad idem. When the tenant pleads in abatement of the writ as to the matter of the writ, if that be found by the Inquest the writ will abate, and the other which is given shall stand between the same parties; but although the demandant and the tenant should agree to abate a good writ and that a false one should be brought, yet thereby shall not he who is received &c. on the default of the tenant be ousted from abating the writ.—*Trewith*. Still he shall not be received to abate the writ; for in this same writ Joan prayed aid of him and the aid was granted, whereupon Richard joined with Joan and traversed the action of the demandant, and thereby be affirmed the writ good; wherefore he shall not now be received to abate this writ.—*Stouford*. You cannot now say that Richard by his plea affirmed the writ good, if he could not before

a la fourme fors qen cas sil neit le plee qil perdra son A.D. 1337. voucher; et ovesque ceo il navera mie plee en abatement de bref, qar avant ces hures William porta son bref dentre vers mesme ceste Johanne, et demanda mesme les tenementz, et supposa par son bref qe Johanne navoit entre si noun par Letice, a qi Johan pere William ceux lessa a terme qe passe est &c.; a quei Johanne dit qele nentra<sup>1</sup> soule per Letice eynz par Robert et Letice; par quei le bref sabati, issint qe nous preismes cesti bref solonc ceo qe Johanne nous dona, le quel bref Johanne ne pout pas aver abatu, et par consequens ne Ricard qest resceu par defaute Johanne &c.; qe si cesti bref abate par le plee Ricard, il ne nous poet doner bon bref vers Johanne, qar altre qe celui qe moi poet doner bon bref ne serra resceu dabatre mon bref. — *Stouf.* Vous devez prendre tiel bref com vous voillez meyntenir a vostre peril, et si vostre bref soit veritable vous le poez bien meyntener et par taunt recoverir la terre, qar la terre est mys en jupartie encountre le bref, et si le bref soit faux en matire il est reson qe le bref sabate.—*SHAR.* (ad idem). Qant le tenant plede en abatement de bref qant a la matire de bref, si cella soit trove par enquest le bref abaterra, et lautre qest done esterra entre mesme les parties; mais tot soit le demandant et le tenant dun assent dabatre un bon bref, et qun faux bref serra porte, par taunt ne serra pas celui qi serra resceu &c. par la defaute del tenant ouste de abatre le bref. — *Trew.* Uncore il ne serra mie resceu dabatre le bref; qar a mesme cesti bref Johanne pria eide de lui et leide fut grante, par quei Ricard se joint ove Johanne et traversa laccion le demandant, et par taunt il afferma le bref bon; par quei il ne serra mie resceu a bre dabatre cesti bref. — *Stouf.* Vous ne poez pas dire a ore qe Ricard par son plee afferma le bref bon, sil ne pout

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<sup>1</sup> I. entra par Letice soul et ne mye par Robert et Letice.

A.D. 1337. now have pleaded in abatement of the writ; but this he could not have done; for he who joins with the tenant by aid-prayer shall be driven to hold to the plea of the tenant.—SCHARSHULLE. Then you ought to have departed from the tenant, and not to have traversed with the tenant the action of the demandant.—*Stouford*. Sir, that would have been dangerous; for if we had departed from the tenant after we were joined with him by aid-prayer, if afterwards the tenant had made default we should not have been received to defend our right on his default &c.—SCHARSHULLE. Then you ought not to have joined with her by aid-prayer.—*Parning*. Sir, we think that even by the plea of the tenant herself the writ in this case will not abate, because she will be received to vouch one only; for if I suppose by my writ that you entered by two, if you entered by one of them you shall be received to vouch him only.—And afterwards SCHARSHULLE told him that he might defend his right if he would; for he said that he should not be received to plead in abatement of the writ. Wherefore answer &c.—*Gayneford* said, as to one parcel, that John did not lease in fee, ready &c.—*Trewith* maintained his writ, and as to that whereof he said nothing, he prayed seisin of the land.

Assise of  
Mortdan-  
cester.

§ One Henry brought his writ of Mortdancester, of the seisin of Alice his mother, in the county of Sussex, before Sir William Scot and his companions, and it was adjourned into the Bench, upon a difficulty, to this day &c. And the writ ran to summon twelve &c. to recognise &c. if Alice was seised of so much land &c. on the day when she died, and to cause to be summoned William de F. who held that land &c.—And William came and said that after the death of Alice, of whose death this assise is brought, Henry himself was seised of these same tenements in his demesne as of fee and of right. And Henry said that by that seisin this writ ought not to abate, for he said that this William brought against

avant ore aver plede en abatement de bref; mais ceo A.D. 1337.  
 ne pout il pas aver fait, qar celui qe se joynt ove  
 le tenant par eide prier, il serra chace a tenir al plee  
 le tenant.—SCHAR. Donques vous duisiez aver departi  
 del tenant et ne mie aver traverse ove le tenant lac-  
 cion le demandant.—*Stouf.* Sire, cella ust este peril;  
 qar si nous ussoms departi del tenant apres ceo qe  
 nous fuissoms joynt ove lui par eide prier, si apres le  
 tenant face deffalte nous ussoms pas este resceu a de-  
 fendre nostre droit par sa defaute &c.—SCH. Donques  
 vous ne dussez pas aver joynt ove lui par leide prier.  
 —*Parn.* Sire, nous entendoms qe al plee del tenant  
 mesme le bref en ceo cas nabatera mie, pur ceo qil  
 serra resceu de voucher lun soul; qar si jeo suppose par  
 mon bref vostre entre estre par deux, si vous entrastez  
 par un de eux vous serrez resceu de voucher luy soul.  
 Et apres SCHAR. lui dit qil defendist son droit si vo-  
 luerit, qar il dit qil ne serra resceu de pleder en  
 abatement de bref; par quei responez &c.—*Gayn.* dit  
 qe qant a une parcelle Johan lessa<sup>1</sup> en fee, prest &c.—  
*Trew.* meyntynt son bref, et qant a ceo qe il dit riens  
 il pria seisine de terre.

§ Un Henri porta son bref de Mortdancestre de la Assisa  
 seisine Alice sa miere en le countee de Sussexe avant mortis an-  
 Sir William Scot et ses compaignons, et ajourne en tessoria.  
 Bank sur difficulte a cesti jour &c. Et le bref voleit  
 de somondre xii. &c. a reconustre &c. si Alice fut seisi  
 de tant de terre &c. le jour qe ele morust, et fist so-  
 mondre William de F. qe cele terre tynt &c. Et W.  
 vynt et dit qe apres la mort Alice, de qi mort ceste  
 assise est porte, Henri mesme fut seisi en son demene  
 com de fee et de droit de mesme les tenementz, juge-  
 ment de cesti bref &c. Et Henri dit qe par cele sei-  
 sine cesti bref ne doit abatre, qar il dit qe cesti Wil-  
 liam porta devers lui mesme un bref dentre et demanda

<sup>1</sup> I. ne lessa.

A.D. 1337. him a writ of Entry and demanded against him the same tenements, and supposed by his writ that Henry had not entry unless by Robert father of William, whose heir he is, who leased them to him for a term which is passed, and that process continued on the same writ until he recovered the same tenements; wherefore we do not think that by that seisin, which was so defeated in law, he ought to abate this writ. And William said that since Henry had admitted that his seisin was not defeated except by default, in which case he is without recovery unless it be by writ of right, therefore he demands judgment. And upon this the parties were adjourned to here &c.

Formedon. § Note that in a writ of Formedon in the descender the tenant offered to aver that the alleged donor had nothing in the tenements whereof he could make a gift, and by compulsion of the Court the issue was accepted; and the demandant offered to aver that he was seised and gave.

Ael. § Note that in a writ of Ael the tenant offered to aver that the grandfather did not die seised in his demesne as of fee, ready &c.; and the Court would not receive that issue: and afterwards he offered to aver that he had only a life estate at the time of his death; and the demandant offered to aver that he died seised in his demesne as of fee, ready &c.: and the issue was received.

Assise of Mordancester. § John the son of William de Brynham brought an assise of Mordancester against John the son of Robert de B.; and the writ said "ready by oath to recognise" if William de Brynham father of the said John was "seised in his demesne as of fee of three messuages, 40 acres of land, 10 acres of meadow and 10s. of rent, and of two parts of a messuage and two parts of the moiety of a mill with the appurtenances in B." And the writ moreover said, "and in the mesne time let them view the said messuages, land, meadow and mill,

devers lui mesme les tenementz, et supposa par son A.D. 1337. bref qe Henri navoit entre si noun par Robert pere W., qi heir il est, qe ceux lui lessa a terme qe passe est; proces continue sur mesme le bref tanqe il recoveri mesme les tenementz par defaute; par quei nentendoms pas qe par cele seisine issint defait en ley deyve cesti bref abatre. Et William dit qe del hure qe Henri avoit conu qe sa seisine ne fut pas defait fors qe par defaute, en quel cas il est sanz recoverir sil ne doit en bref de droit, par quei il demande jugement. Et sur ceo les parties furent ajournez ceynz &c.

§ Nota qen bref de fourme doun en le descendere le tenant tendist daverer qe celi qe dust aver done navoit riens en les tenementz qil pout doun faire, et par chacer de Court lissue fut accepte, et le demandant tendist daverer qil fut seisi et dona. Forma  
donacionis.

§ Nota qen bref dael le tenant tendist daverer qe De Avo. lael ne morust pas seisi en son demene com de fee simple, prest &c.; et la Court ne voleit pas resceivre tiel issue; et apres il tendist daverer qil navoit qe a terme de vie al temps de son moriaunt, et le demandant tendist daverer qil morust seisi en son demene com de fee, prest &c.: et lissue fut resceu.

§ Johan le fitz William de Bryngham porta une assise de Mortdancestre vers Johan le fitz Robert de B., et le bref voleit "parati [per] sacramentum recog- Assisa  
mortis antecessoris.  
"noscere si Willelmus de Bryngham pater predicti  
"Johannis fuit seisitus in dominico suo ut de feodo  
"de iii messuagiis, xl. acris terræ, x. acris prati, x.  
"solidis redditus et duabus partibus unius messuagii,  
"et de duabus partibus medietatis unius molendini  
"cum pertinentiis in B." Et le bref voleit outre, "et  
"interim predicta messuagia terram pratum molen-



A.D. 1337. "and the said tenements whence that rent issues," &c.  
 —*Gayneford*. Judgment of the writ; for his writ says that his father died seised of three messuages, 40 acres of land, 10 acres of meadow, and 10s. of rent, and of two parts of a messuage and two parts of the moiety of a mill &c.; and afterwards the writ says, "and in the mesne time let them view the aforesaid messuages, land, meadow, mill, and the said tenements whence the said rent issues"; so by the writ neither the two parts of the messuage nor the two parts of the moiety of the mill are put in view; wherefore we pray judgment of the writ.—*Stouford*. Where a moiety or two parts of a messuage or mill are in demand, the entirety of the messuage or mill shall be put in view; wherefore those words, "and in the mesne time let them view the said messuages, land, meadow, and mill," refer to the four messuages; and as to the mill, there is no doubt that whereas he demands parcel of the mill, the entirety shall be put in view, for in the view the mill cannot be divided — *HILLARY*. That is true of a mill, but it is not so where parcel of a messuage is in demand; for then nothing more shall be put in view than what is demanded.—*Trewith*. In a writ of Dower and in a Nuper obiit the entirety shall be put in view.—*HILLARY*. It is so; and the cause is because the writ makes no certain demand, but the demand is put in certain by the count and by the declaration, and has reference to an entire thing which was not ever divided, wherefore it is proper that the view should be had of the entirety: but where one demands by his writ the moiety of a mill or other parcel, nothing shall ever be put in view besides what is demanded.—*Parning*. Where I demand by my writ the two parts of an entire messuage, in that case the view shall be had of the entire messuage, because it cannot be made of any parcel in particular, wherefore it is proper that the view should be made per my et per tout: but if the parcel in demand be divided from the gross and

"dinum et predicta tenementa unde redditus ille pro- A.D. 1337.  
 "venit videant &c." — *Gayner*. Jugement de bref; qar  
 son bref voet qe son pere morust seisi de iii. mies, xl.  
 acres de terre, x. acres de pres, x. souz de rente et de  
 les deux parties dun mies et de les deux parties de  
 la moyte dun molyn &c., et apres le bref voet, "et  
 "interim predicta messuagia terram pratum molen-  
 "dinum et predicta tenementa unde predictus redditus  
 "provenit videant;" issint par le bref les deux parties  
 de mies ne les deux parties de la moyte de molyn  
 ne sount pas mys en vewe; par quei nous demandoms  
 jugement de bref. — *Stouf*. En cas ou la moyte ou les  
 deux parties de mies ou de molyn est en demande  
 lentier de mies ou de molyn serra mys en vew; par  
 quei cele paroule "et interim predicta messuagia ter-  
 "ram pratum molendinum" refiert a les iiiii. parties<sup>1</sup>;  
 et qant al molyn il nest pas doute qe la ou il de-  
 mande parcelle de molyn lentier serra mys en vew,  
 qar en vew le molyn ne pout pas estre severe. — *HIL-  
 LARY*. Cest verite dun moleyn, mes il nest pas issint  
 la ou parcelle de mies est en demande; qar adonques  
 nient plus serra mys en vew fors qe ceo qest en de-  
 mande. — *Trew*. En un bref de dower et en un nuper  
 obiit lentier serra mys en vewe. — *HILLARY*. Il est  
 issint, et la cause est pur ceo qe le bref voet nul cer-  
 teine demande, mes la demande est mys en certain par  
 counte et par demustrance, et refiert a un entier, qe ne  
 fut unques severe, par quei il covient qe la vewe se  
 face del entier; mais la ou homme demande par son  
 bref la moite dun molyn ou autre parcelle, jammes ne  
 serra mys en vew fors qe soulement la demande. — *Par*.  
 En cas ou jeo demande par mon bref les deux parties  
 dun mies entier, en tiel cas la vewe se fra del mies  
 entier pur ceo qil ne pout faire de nulle parcelle en  
 certain, par quei covient qe la vewe se face par my et  
 par tut: mais si la parcelle qest en demande soit se-

<sup>1</sup> I. mies.

A.D. 1337. were an entire thing in the person of the ancestor of whose seisin he demands, then the view shall never be made except only of the subject of the demand; and now in the case in which we are the matter may be such that the view should be had of the entirety; wherefore our writ shall be considered good: and it is the course of the Chancery that where parcel of the entirety is demanded by a writ, and by the words of the writ the jurors are to do as in this case of Mordancester, the view ought to be taken of the entirety and not only of the parcel which is in demand.—And as to this challenge the writ was held good.—*Gayneford*. Still, judgment of the writ; for by the writ he demands two parts of the moiety of a mill; and the form of the Chancery is not to demand parcel of a moiety when that parcel may be of the entirety: but now two parts of the moiety of the mill may be part of the entirety.—*Parning*. Where a moiety of a mill is made a gross and divided from the entirety, as in the case where a mill descends to two parceners, and they make division of the mill between them two by perception of the profits, and afterwards my grandfather purchases one moiety and dies seised thereof, and my father enters and endows his mother of the third part and dies seised of the other two third parts, and a stranger abates on the two parts, I shall have my writ of Mordancester to demand against him the two parts of the moiety of a mill; but in the case where my demand is of the entire mill, the demand shall be made as the parcel is, having regard to the entirety. And as to the present case the matter may be such, for the form of our writ is good; wherefore the writ shall be held to be in good form if he do not show by his plea the matter to be such that the form ought to be different.—*SCHARSHULLÉ*. According to general opinion the writ ought to be in a different form, namely demanding the third part of the entire mill; and if you wish to maintain the form of this writ which is con-

vere del groos et fut un entier en la pèrsonne launcestre A.D. 1337. de qui seisine il demande, adonques la vewe ne se fra jammes fors qe soulement de la demande; et ore en le cas ou nous sumes la matire poet estre tiele, qe la vewe se fra del entier, par quei nostre bref serra entendu bon; et cest cours de la Chauncellerie qe la ou parcelle del entier est en demande par brief, et par paroules en le brief lez jurours doivent faire com en cesti bref de mortdancestre, la vewe se doit faire de lentier et ne mie soulement de la parcelle qest en demande.—Et qant a ceo chalenge le bref fut agarde bon.—*Geyn.* Unqore jugement de bref; qar par le bref il demande les deux parties de la moyte de molyn; la fourme de la Chauncellerie nest pas a demander parcelle de moyte la ou celle parcelle poet estre del entier; mais ore les deux parties de la moyte de molyn pount estre partie del entier.—*Parn.* En cas ou la moyte dun molyn est faite un gros et severe del entier, com en cas ou un molyn descend a deux parceners, et ils fount la seve-rance de molyn entre eux deux par prendre les profitz, et apres mon ael purchace lune moyte et de ceo devie seisi, et mon pere entre et dowe sa miere de la terce partie et devie seisi de les deux parties, et un estrange sabate en les deux parties, jeo averai mon bref de mortdancestre a demander devers lui les deux parties de la moyte dun molyn; mais en cas ou ma demande est de molyn entier, la demande se fra auxint com la parcelle est, eaunt regard a lentier; et qant en le cas ou nous sumes la matire poet estre tiel, qar la fourme de nostre bref est bon; par quei le bref serra tenuz de bone fourme sil ne donne par son plee la matire estre tiele qe la fourme de bref serra autre.—*SCHAR.* De comune entendement le bref serroit daltre fourme, saver a demander la terce partie del molyn entier, et si vous voillez meyntenir la fourme de cesti bref hors de co-

A.D. 1337. trary to the general opinion, you ought to show your matter to be such that your writ can be maintained thereon.—*Stouford*. It will not be thus in law ; but it is that when on any matter that can be understood the writ could be said to be good in form, it shall be intended that the writ is conceived on the same matter if the tenant do not show other matter to abate the writ ; for the demandant shall never be driven to maintain the form of his writ by averment &c.—Wherefore they were adjudged to plead over.—*Gayneford*. Still, judgment of the writ : for the writ says “ summon the said John who “ holds the said messuages, land, meadow, and the said two parts &c.,” and those words “ the said messuages ” shall have relation to the messuages next before named in the writ, and those are the messuages named in the clause “ and in the mesne time let them view the said “ messuages land &c.,” and there are four messuages ; so the writ supposes him to be tenant of more than he demands by his writ ; judgment of the writ.—*Scor*. Where the form of the writ is to put more in view than what is demanded, in that case the tenancy in the summons shall have relation to the tenements which are demanded, and not to the tenements which are put in view.—Wherefore the writ was adjudged to be good.—*Gayneford*. At the first day the tenant made default, wherefore a resummons issued returnable at this day, and we tell you that the resummons is not in accordance with the original in the demand ; for the original says, “ of two parts of one messuage and the moiety of one “ mill,” so we are not summoned for what is demanded in the original, wherefore we demand judgment.—*Parning*. You have pleaded to our original, wherefore you shall not be received to say that you were not resummoned ; for if you should now be resummoned anew, that would be to give you a plea in abatement of the original writ, whereas our writ is on your plea adjudged good, which cannot be : and besides this, although you

mune entendement vous devez mustrer vostre matire A.D. 1337.  
estre tiele sur quele vostre bref poet estre meyntenu.  
—*Stouf.* Il ne serra pas issint en ley; eynz est qe<sup>1</sup> sur  
asqune matire qe poet estre entendu le bref serra dit  
bon le fourme, homme entendra qe le bref est conceu  
sur mesme la matire, si le tenant ne donne altre matire  
pur abatre le bref; qe le demandant ne serra jammes  
chace de meyntenir la fourme de son bref par avere-  
ment &c.—Par quei ils furent agarde a dire outre.—  
*Gain.* Unqore jugement de bref, qar le bref voet  
“summe predictum Johannem qui predicta mes-  
“suagia terram pratum et predictas duas partes &c.  
“tenet,” et ceux paroules “predicta messuagia”  
averount relacion al mies prochein nomes en le bref  
a devaunt, et ceux sont les mies qe sont nomes en  
cele clause “et interim predicta messuagia terram  
“&c. videant,” et ceux sont iiii. mies; issint le bref  
lui suppose estre tenant de plus qil ne demande par  
son bref, jugement de bref.—*Scot.* En cas ou fourme  
de bref est de mettre plus en vewe qe la demande  
nest, en tiel cas la tenance en le somons avera rela-  
cion a les tenementz qe sont demandez, et ne mie a  
les tenementz qe sont mys en vewe.—Par quei le bref  
fut agarde bon &c.—*Gain.* Al primer jour le tenant  
fit defaute, par quei un resomons issit retornable a cesti  
jour, et vous dioms qe le resomons nest pas accordant  
al original en la demande; qar le bref original voet  
“de duabus partibus unius messuagii et medietate  
“unius molendini,” issint nous ne sumes pas somons  
a la demande en loriginal, par quei nous demandoms  
jugement.—*Parn.* Vous avez plede a nostre origenal,  
par quei vous ne serrez pas ore resceu a dire qe vous  
nestez pas resomons; qar se vous serriez ore resomons  
de novel, ceo serroit a vous doner ple en abatement  
de bref original, la ou nostre bref est sur vostre ple  
agarde bon, qe ne poet estre; et ovesqe ceo, tut ne

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<sup>1</sup> I. qe quant.

A.D. 1337. were not resummoned, if you come of your own accord and plead you shall not afterwards be resummoned &c. — Wherefore he was ordered to answer. — *Gayneford*. The demandant ought not to have an assise; for we tell you that he was born out of any kind of wedlock &c., therefore he cannot be any one's heir; wherefore we demand judgment if of any one's death he can have an assise. — *Rokel*. Your plea is that he was born out of any kind of wedlock, and consequently is a bastard; and we tell you that you shall not get to plead that, for heretofore the same John brought his writ of entry "de quibus" against one Robert de F., and demanded certain tenements of the seisin of this same William, of whose seisin this assise is brought, and Robert alleged against him that he was a bastard; ready where &c.; and John said that he was mulier &c.; whereupon the Archbishop of York was sent to, who certified to this Court that he was mulier, and so his legitimacy was proved for ever against all persons; so you shall not get to say that he was born out of any kind of wedlock; wherefore we pray the assise for the damages. — *Gayneford*. By the law of the land he who is born out of any kind of wedlock shall not be heir to any one; wherefore if I cannot have that answer, one shall be made heir by certificate of the Bishop against the law of the land: wherefore &c. — *Trewith*. The Statute<sup>1</sup> speaks of those who are born before espousals, that by the law of this land they shall be foreclosed from having inheritance; and when one takes his plea that he was born before the espousals then he acknowledges to me that he has a father, and in such case if his plea be adjudged sufficiently strong, this Court will inquire of this without sending to the Bishop: but now he has taken his plea to estrange us from any one's blood and thereby to bastardise us, and our legitimacy is proved in this Court by the certificate &c. which can in no way be defeated; wherefore we do not think that against the certificate of the Ordinary, on which we were adjudged to be heir to William, you

<sup>1</sup> Merton, 20 Hen. III. c. 9.

fustes vous resomons, si vous venez mesme de gree et A.D. 1337. pledez vous ne serrez pas apres resomons &c.—Par quei agarde fut de respondre.—*Gain.* Le demandant ne doit assise aver; qar nous vous dioms qil nasquist hors de chescun manere des esposailles &c.; par quei il poet nully heir estre; par quei nous demandoms jugement si de nully mort deive lassise aver. — *Rok.* Vostre ple est qil nasquist hors de chesque manere des esposailles, et par taunt bastard; et vous dioms qe a dire cella vous navendrez pas, qar altrefoith mesme celui Johan porta son bref de entre "de quibus" vers un Robert de F., et demanda certains tenementz de la seisine mesme cesti William de qui seisine cest assise est porte, et Robert alleggea encountre lui qil fut bastard, prest ou &c.; et Johan dit qil fut muliere &c.; sur quei mande fut al Ercevesqe de Ebor, le quel certefia ceynz qil fut muliere, et issint sa legitimacion prove as toutz jours vers toutz; par quei a dire qil nasquist hors de chescune manere [des] esposailles vous navendrez mie; par quei nous prioms lassise des damages. — *Gain.* Par ley de terre celui qe nasquit hors de chescune manere des esposailles ne serra nully heir; par quoi si jeo ne puisse aver cel respons homme serra enherite par certificacion de Evesqe encountre ley de terre, par quei &c. — *Trew.* Lestatut parle de ceux qe sount neez avant les esposailles, qe par ley de ceste terre ils serront forsclos denjoier heritage; et qant homme prent son plee qil nasquist devant les esposailles adonques il moi conust aver pere, et en tiel cas si son ple soit ajugge assetz fort, ceste Court enquera de ceo sanz mander al Evesqe; mes ore il ad pris son ple de nous estraunger de chescun sank et par tant nous bastardier, et nostre legitimacion est prove ceynz par certificacion &c. qe ne poet en nulle manere estre defait; par quei nentendoms pas qencontre la certificacion le Ordiner, sur quele nous fumes ajugge de estre



A.D. 1337. will be received to say that we were born out of wedlock.—SCHARSHULLE. He has said that the demandant was born out of wedlock; and this may be understood because he was born before the espousals; and in this case the Bishop shall not be sent to, but the matter shall be inquired of here, and the certificate of the Bishop shall not bar an answer except where the Bishop is again sent to upon that answer, and then the Court will hold for a record what was before certified, as well between other parties as between those who were parties to the first record: but upon his answer here one shall not send to the Bishop, but the matter shall be inquired of here; wherefore the certificate does not oust him from this answer.—*Parning*. In case he had given his answer that he was born before the espousals, then he would have admitted the espousals between his father and his mother, whereby upon his plea there would be nothing to inquire of except as to the time, to wit whether he was born out of wedlock: but you estrange him entirely from every one's blood, and by the certificate of the Bishop he is adjudged here to be son and heir of William of whose death this assise is brought; and if the averment be now received here on his plea, in opposition to the certificate of the Bishop, perchance it will be adjudged that he is not heir to William, whereas heretofore this Court has on the certificate adjudged him to be heir to him.—SCHARSHULLE. There is no inconvenience. since the law of Holy Church and the law of the land differ; and he who well understands the statute of Merton<sup>1</sup> which speaks of the king's writ concerning bastardy, whether he who was born before the marriage &c., I think whatever writ it may be, he will know how to end the debate quickly enough; for I think that before that statute, when it was alleged that a man was born before espousals, it was the custom to send to the Bishop to certify if he was born before or after the espousals, and on the certificate to go to judgment accord-

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<sup>1</sup> 20 Hen. III. c. 9.

heir a William, qe vous serrez resceu a dire qe nous A.D. 1337. nasquimes hors des esposailles. — SCH. Il al dit qe le demandant nasquist hors des esposailles, et ceo poet estre entendu pur ceo qil nasquit avant les esposailles, et en ceo cas homme navendra mie al Evesqe, eynz serra enquys ceynz, et certificacion le Evesqe ne toudra jammes respons fors qen cas ou lem mandera altrefioith sur cel respons al Evesqe, et adonques la Court tendra pur record ceo qe avant fut certefie auxi bien en autres parties com entre ceux qe furent parties al primer record; mes sur son respons cy homme ne mandera mie al Evesqe eynz serra enquis ceyns; par quei la certificacion ne lui ouste pas de cest respons. — *Purn.* En cas qil ust done son respons qil nasquist avant les [esposailles, adonques il eust conu les]<sup>1</sup> esposailles entre son pere et sa miere par quei sur son ple riens ne serroit a enquere fors qen temps, saver qil nasquist hors des esposailles; eynz vous lui estrangez tut de nette de chescun sank, et par certificacion levesqe il est ajugge ceynz fitz et heir William de qui mort ceste assise est porte; et si laverement soit ore resceu ceynz sur son ple encountre la certificacion levesqe, par cas il serra ajugge qil nest heir a W., la ou avant ces hures ceste Court sur la certificacion lui ad ajugge estre heir a lui. — SCH. Il nest pas inconvenient, del hure qe la ley de seynte esglise et la ley de la terre diversount; et cesti qe entend bien lestatut de Mertone qe parle “ad breve domini Regis de bastardia utrum ille qui natus est ante matrimonium” &c. jentenk, qe quel bref ceo fut, il savoroit de terminer bien prest cest debat; qar jeó entenke qe devant cel estatut la ou allegge fut qe homme nasquit avant les esposailles homme soleit mander al Evesqe de certefier sil nasquist devant les esposailles ou apres, et sur la certificacion aler a jugement solonc la ley de ceste

<sup>1</sup> The words in brackets are from I. and are not in T.

A.D. 1387. ing to the law of this land, and then the prelates of Holy Church answered that they would not make answer to such a writ, for they said that it would be against the form of the Church, because by their law they considered as muliers as well those who were born before as those who were born after espousals: wherefore ever since that statute where bastardy purely was not alleged in a man's person, this Court has been accustomed to inquire thereof without sending to the Bishop &c.—*STONORE* said to the demandant, Although it be certified that you are mulier, yet it is not thereby proved that you are his next heir or that he died seised; wherefore will not you have the assise?—*Stouford*. Sir, we will willingly have the assise as an assise, but he pleads to us in bar of the assise; wherefore if by the mise between us a verdict were found for the tenant, he would have judgment for him; wherefore one would not take the assise except in respect of damages; for on his plea in bar the points will be held as not denied; and for the same reason we will have here the assise in respect of damages whenever the contrary of his statement is found here by matter of record.—And afterwards *Gayneford* said that the demandant was born before espousals, ready &c.—*Pole*. You shall not get now to say that he was born before the espousals; for heretofore you said simply that he was born out of wedlock, which plea was of another kind, and demands another issue in pleading; judgment &c.—And afterwards a day was given over until the octaves of St. Hillary.

Cui in  
vitā.

§ Hawise who was the wife of Bartholomew de Burghfelde brought her Cui in vita against Nicholas atte Heithe, and the writ ran thus, "Command Nicholas atte Heithe that justly &c. he yield up to Hawise who was the wife of Bartholomew de Burghfelde six acres of land with the appurtenances in Burghfelde which she claims to hold for her life by the lease which John de Bertone thereof made to the said Hawise and Bar-

terre, et adonques les prelates de seynte eglise respondi- A.D. 1337.  
 rent qils ne voleint a tiel bref respondre, qar ils disoient  
 qil serroit contra formam ecclesiæ, pur ceo qe par lour  
 ley ils tyndrent auxi avant mulierez ceux qe nasqui-  
 rent devant les esposailles com ceux qe nasquirent  
 apres; par quei tut temps apres cel estatut la ou bas-  
 tardie purement ne fut pas allegge en la persone un  
 homme, cesti Court ad usee denquere de ceo sanz  
 mander al Evesqe &c.—STONOR dit al demandant, Tut  
 soit il certifie qe vous estes muliere, par tant nest pas  
 ceo prove qe vous estes son proschein heir ne qil mo-  
 rust seisi; par quei ne volez vous pas aver lassise?—  
*Stouf.* Sire, nous voloms volontiers aver lassise en  
 point dassise, mes il nous plede en barre dassise; par  
 quei si par mise entre nous deux il fut trove par ver-  
 dit pur le tenant, il averoit jugement pur lui, par quei  
 homme ne prendreit lassise fors qen droit des damages;  
 qar sur son plee en barre les points serrunt tenez a  
 nient deditz, et par mesme la resoun nous averoms ci  
 lassise en droit des damages quele hure qe le contraire  
 de son dit soit trove ceynz par chose de record.—Et  
 apres *Gain.* dit qe le demandant fut nee devant les  
 esposailles, prest &c.—*Pole.* Ore a dire qil nasquist  
 devant les esposailles vous navendrez pas; qar avant  
 ces hures vous deistez simplement qil nasquit hors des  
 esposailles, le quel plee fut daltre nature, et demande  
 autre issue de ple, jugement &c.—Et apres jour fut  
 done outre usque octavas Sancti Hillarii.

§ Hawise qe fut la femme Barthelemi de Burgh- Cui in  
 felde porta son Cui in vitâ vers Nichol atte Heithe, et <sup>vitâ.</sup>  
 le bref fut tiel, "Præcipe Nicholao atte Heithe quod  
 " juste &c. reddat Hawisæ quæ fuit uxor Bartholomæi  
 " de Burghfelde sex acras terræ cum pertinentiis in  
 " Burghfelde quas clamat tenere ad vitam suam ex  
 " dimissione quam Johannes de Bertone inde fecit

A.D. 1337. " tholomew and to John, son of the said Bartholomew  
 " and Hawise and the heirs of the body of the said John  
 " son of Bartholomew ; and into which the said Nicholas  
 " has not entry unless by the said Bartholomew formerly  
 " the husband of the said Hawise, who demised them to  
 " him, and whom in his lifetime she could not contradict ;  
 " and unless &c. — *Stouford* counted, for Hawise, that  
 she herself was seised in her demesne as of freehold,  
 and laid the esplees in the person of Hawise. — *Trewith*.  
 Judgment of the count ; for by the writ and by the  
 count he has supposed the freehold to remain in the  
 person of John as well as in the person of Hawise, and  
 has only counted of the seisin of Hawise ; judgment of  
 the count. — *Stouford*. In no writ shall I count of any  
 seisin except my own seisin, except where I demand  
 of the seisin of some one from whom I make the descent  
 to myself, or where I show in some other way how his  
 seisin shall be a title to me : but now in this case  
 Hawise can not take her title from the seisin of John  
 to demand these tenements by this writ of Cui in vita.  
 — Wherefore the count was adjudged good. — *Trewith*.  
 By the writ he supposes that the freehold should remain  
 as well to John as to Hawise, and the writ does not  
 make John to be dead ; judgment of the writ. — *Stouford*.  
 Our action is not taken by way of remainder ; and if  
 John be alive you can say so by way of plea. — *STONORE*.  
 What writ will you give him ? — *Trew*. Sir, I willingly  
 give a writ saying " by the lease which John de Bertone  
 " thereof made to the said Hawise and the said Bar-  
 " tholomew and to John, son of the said Bartholomew  
 " and Hawise, now deceased and the heirs of his body  
 " &c." — And he was ousted ; wherefore he said that  
 John was alive, and he demanded judgment of the writ.  
 — *Stouford*. This plea can not be taken in abatement of  
 the writ, but it must be taken for an answer to our ac-  
 tion, for Hawise and John can never join in demanding  
 the tenements by the writ of Cui in vita. — *Trewith*.  
 Your own writ gives an estate in the tenements as much

" eidem Hawisiæ et predicto Bartholomæo et Johanni A.D. 1337.  
 " filio predictorum Bartholomæi et Hawisiæ et heredibus  
 " de corpore ipsius Johannis filii Bartholomæi exeun-  
 " tibus; et in quas idem Nicholaus non habet ingres-  
 " sum nisi per predictum Bartholomæum quondam  
 " virum ipsius H. qui illas ei dimisit, cui illa in vita  
 " sua contradicere non potuit: et nisi &c." — *Stouf.*  
 counta, pur Hawise, que ele mesme fut seisi en son  
 demene com de franktenement et lya les esplees en la  
 persone Hawise.—*Tr.* Jugement de count; qe par bref  
 et par count il ad suppose le franktenement demorer  
 en la persone Johan auxint avant com en la persone  
 Hawise, et nad counte fors qe soulement de la seisine  
 Hawise, jugement de count.—*Stouf.* En nully bref jeo  
 ne counteray de nully seisine fors qe de ma seisine  
 demene, fors qen cas ou jeo demande de la seisine de  
 ascun de qui jeo frai la discente tanqe a moi, ou qe  
 jeo mustre en autre manere coment sa seisine serra  
 title a moi; mes ore en ceo cas Hawise ne poet  
 prendre son title de la seisine Johan a demander ceux  
 tenementz par cesti bref de Cui in vita. Par quei le  
 count fut agarde bon.—*Trew.* Par bref il suppose qe  
 le franktenement deit auxi avant demorer a Johan  
 com a Hawise, et le bref ne fait pas Johan mort, juge-  
 ment de bref.—*Stouf.* Nostre accion nest pas pris par  
 voie de remeindre; et si Johan soit en vie vous le  
 poez dire par voie de ple.—*STONOR.* Quel bref lui  
 durrez vous? — *Trew.* Sire, volentiers "ex dimissione  
 " quam Johannes de Bertone inde fecit eidem Hawi-  
 " siæ et predicto Bartholomæo et Johanni filio pre-  
 " dictorum Bartholomæi et Hawisiæ jam defuncto  
 " et heredibus de corpore &c." Et il fut ouste, par  
 " quei il dit qe Johan fut en vie, et demanda juge-  
 ment de bref.—*Stouf.* Ceo pleë ne poet pas estre pris  
 en abatement de bref, eynz covent qil soit pris pur  
 respons a nostre accion, qar Hawise et Johan ne pount  
 jammes joindre a demander les tenementz par le bref  
 de "cui in vita."—*Tr.* Vostre bref demene donne auxi  
 avant estat en les tenementz a Johan com a Hawise

A.D. 1337 to John as to Hawise, since John is alive; wherefore Hawise can not maintain this writ to demand the entirety while John is alive.—SCHARSHULLE. The alienation by Bartholomew was as to a moiety a disseisin to John and not to Hawise his wife; and if, after Bartholomew's death, Hawise and John had brought an assise of Novel disseisin demanding the tenements and Hawise had been nonsuit and severed, and John had recovered the moiety, Hawise would afterwards be received to bring her Cui in vita and to demand the other moiety.—*Trewith*. Sir, that is true, for by the severance the action for the moiety will be given to her; but here the action is for the entirety &c.—SCHARSHULLE. Although I demand more than I have a right to recover, yet I shall be received for that which I have a right to recover.—*Trewith*. Sir, that is true in case you suppose that no other has a right, but if you suppose by your writ that an action for a parcel of what you demand belongs to another, your writ ought to abate. This you do by this writ; judgment &c.—SCHARSHULLE. I once saw before SIR H. SPIGORNEL in a case like this where the husband had alienated the tenements, that after the death of the husband the woman and her son brought an assise, and by judgment recovered &c.: and by this writ the woman demands the entirety &c. whereas her son is alive, and we are not at all clear whether this writ shall be maintained or whether she shall have another writ more accordant with her case.—Wherefore he gave a day over to the parties.

**Residuum.** § See the beginning of this case in Trinity Term in the ninth year.<sup>1</sup>—*Trewith*. Sir, you see clearly how Roger has warranted to Thomas, who is demandant against William by this writ which is given by statute, and thereby he makes himself demandant against William to recover the same tenements: to this we say that he shall not be received to say anything against William as to demanding the same tenements for Thomas; for

<sup>1</sup> See Trin., 9 Edw. III. pl. 16.

del hure qe Johan est en vie; par quei cesti bref ne A.D. 1337.  
poet estre meyntenuz par Hawise a demander lentier  
vivant Johan. — SCH. Lalienacion de Barthelemi qant  
a la moite fut une disseisine a Johan et ne mie a  
Hawise sa femme; et si apres la mort Barthelemi  
Hawise et Johan ussent porte une assise de novele  
disseisine a demander mesme les tenementz, et H. ust  
este nounsuy et severe, et Johan ust recoveri la  
moyte, apres H. serra resceu de porter son "cui in  
"vita" et demander lautre moyte. — *Tr.* Sire, cest  
verite, qar par la severance laccion de la moyte serra  
done a lui; mes icy ele demande lentier &c. — SCH  
Coment qe jeo demande plus qe jeo nay droit a re-  
coverir, unqore jeo serra resceu a ceo qe jai droit a  
recoverir. — *Trew.* Sire, cest verite en cas ou vous  
supposez nul autre aver droit; mais en cas ou vous  
supposez par vostre bref qe accion de parcelle qe vous  
demandez soit dautre, vostre bref doit abatre; issint  
faites vous par cesti bref, jugement &c. — SCH. Jeo vy  
en ascun temps devant Sire H. de Spigornel qen ceo  
cas cy ou le baron avoit aliene les tenementz, qe apres  
le deces le baron la femme et son fitz porterunt las  
sise, et par jugement recovererunt &c.; et par cesti  
bref la femme demande lentier &c., la ou son fitz est  
en vie, et nous ne sumes pas de tout avysez le quel  
cesti bref serra meyntenu ou qe ele avera autre bref  
mielz acordant a son cas. Par quei il dona jour outre  
a les parties.

§ Vide principium supra Trinitatis nono. — *Trew.* Residuum.  
Sire, vous veez bien coment Roger ad garranti a  
Thomas qest demandant vers William [par cesti bref qest  
donc par statut et par tant il se fait demandant vers  
William]<sup>1</sup> a recoverir mesme les tenementz; a ceo dioms  
nous qil ne serra resceu a riens dire vers William qant  
a demander mesme les tenementz pur Thomas; qar nous  
vous dioms qe puis le temps qe W. fut mys en seisine

<sup>1</sup> The passage in brackets is from I. and is not in T.



A.D. 1337. we tell you that since the time that William was put in seisin by execution Roger released by this deed to William all the right which he had in the same tenements for ever, so that he and his heirs are foreclosed for ever from demanding anything; and we demand judgment if, in opposition to the release &c., he shall now be received to say anything to maintain an action to demand those tenements. And he put forward the release, which was read.—*Pole*. Sir, you see clearly how this writ is given by statute<sup>1</sup> to a man to recover the tenements which he lost by default, and which he held for term of life, and the statute gives process, namely that the tenant must show his right according to the nature of the first writ, and allows moreover that the demandant may vouch to warranty, as if he had been tenant in the first writ; and heretofore, before Thomas vouched to warranty, William showed his right which he had according to the nature of the first writ, and that he had brought his writ of Formedon in the descender of a gift made to his ancestor, which gift he offered to aver; and because Thomas could not be a party to try this right, Thomas vouched to warranty Roger to whom the reversion belonged, and upon this process was made against Roger to make him come into Court to be party with William to try the right which he had in the writ of Formedon, and not for any other purpose; and now he does not show any right which he had in the first writ which he brought; wherefore we do not think that we have any need to answer to anything which he has said or put forward; so we demand judgment how we ought to depart.—*Trewith*. Is this your deed or not?—*Gayneford*, for Thomas who was demandant, said, Because he did not show that he had right according to the nature of the first writ so that he had cause to recover against him, he demanded judgment and prayed seisin of the land.—*Parning*. Thomas is warranted and thereby has put the plea to recover in Roger's mouth, and we say that by the deed which we have put forward he has

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<sup>1</sup> Westm. 2, 13 Edw. I. c. 4.

par execucion R. relessa par ceo fait a William tut le A.D. 1337. droit qil avoit en mesme les tenementz a toutz jours, issint qe lui et ses heirs serront forsclos a toutz jours a rienz demander; et demandoms jugement si encountre le relees &c. serra ore resceu a rienz dire a meyntenir accion a demander ceux tenementz: et mist avant le relees qe fut lieu.—*Pole.* Sire, vous voiez bien coment cesti bref est done par lestatut a un homme a recoverir les tenementz qil perdist par defaute qil tynt a terme de sa vie, et lestatut donne process, qe le tenant deit mustrer son droit sur la nature de primer bref, et donne outre qe le demandant purra vouchier a garrantie, auxint com il fut tenant en le primer bref; [et avant ces houres, avant ceo qe Thomas voucha a garrantie, William moustra son dreit qil avoit solom le nature del primer bref,]<sup>1</sup> et qil avoit porte son brief de fourme doun en le descendere de un doun fait a soun ancestre, le quel doun il tendist daverer; et pur ceo qe Thomas ne pout estre partie a trier ceo dreit, Thomas voucha a garrantie Roger a qui la reversion fut, et sur ceo proces fut fait vers Roger de lui faire venir en Court destre partie a William a trier le droit qil avoit en le bref de fourme doun, et a nulle autre chose faire; et ore il ne mustre nul droit qil avoit en le primer bref qil porta; par quei nentendoms pas qe a riens qil ad dit ou mys avant eioms mester a respondre &c.; par qei nous demandoms jugement coment nous devons departir.—*Trew.* Est ceo vostre fait ou ne mie?—*Gain.*, pur Thomas qe fut demandant, dit, Pur ceo qil ne mustra pas qil avoit droit solonc la nature de primer bref, issint qe il avoit cause a recoverir vers lui, il demanda jugement et pria seisine de terre.—*Parn.* Thomas est garranti, par tant mis le pleee a recoverer en la bouche Roger, et nous moustroms par fet qe nous

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<sup>1</sup> The passage in brackets is from L. and is not in T.

A.D. 1337. ousted himself from demanding anything in those tenements. — SCHARSHULLE. Although the demandant be warranted in this writ, he is not thereby out of Court; wherefore it is for him to demand judgment to be restored to the possession which he lost by default, if you can not show that you have a right to recover the tenements by the writ which you brought. — *Parving*. When Thomas vouched Roger to warranty he ousted himself from plea and from recovery except against Roger; for if Roger had not come into Court Thomas would have recovered against him by default, and so he will do here if Roger can not recover against William &c.; although it were so that William had no right to recover by the writ, nevertheless Roger has now made his tenancy rightful against him by his release; and a man can not more properly extinguish his recovery than by his own deed: for if Roger would now acknowledge that William had right to hold the tenements, he would be foreclosed from recovering without showing his right according to the nature of his first writ. — *Trewith ad idem*. If Thomas had released his right to William since the recovery, William by the release might have foreclosed Thomas without showing his right. — SCHARSHULLE said that he could not. — But *Stouford* answered and said, The case is not similar, for he says that if William had put forward a release in this writ by Thomas before he had shown his right, Thomas would have been driven to have answered to the deed, and the cause would be because the plea would be held upon this writ which is given by statute; but where the tenant recovers by default and begins to show his right on the nature of the first writ, then is this original terminated, and afterwards the plea shall be held by the first original on which the tenements were recovered, so that the tenant will have no plea except such as he might have had on the case where he was demandant in the first writ. — ALDEBURGH. If Roger should now have his recovery notwith-

avoms mis avant il se ad mesme ouste a riens de- A.D. 1337.  
 mander en ceux tenementz. — SCHAR. Coment qe le  
 demandant soit garranti en cesti bref, il nest pas par  
 tant hors de court; par quei il est a lui demander  
 jugement de estre restitut a la possession quele il  
 perdist par defalte, si vous ne puissez mustrer qe vous  
 avez droit a recoverir les tenementz par le bref qe  
 vous portastes. — *Parn.* Qant Thomas voucha Roger a  
 garrantie il se ousta mesme de plee et de recoverir  
 forsque devers Roger, qar si Roger nust pas venuz en  
 court, Thomas ust recoveri vers lui par defalte, et  
 auxint fra il icy si Roger ne purra recoverir vers  
 William &c.; tut fust il issint qe William navoit pas  
 droit a recoverir par le bref nepurkaunt Roger ad fait  
 ore sa tenance dreiturele devers lui par son relees,  
 et plus proprement ne poet homme esteindre son re-  
 coverir qe par son fait demene; qar si Roger voleit  
 ore conustre qe William avoit droit a tenir les tene-  
 mentz, il serroit forsclos a recoverir sanz mustrer son  
 droit solonc la nature de son primer bref. — *Trew.* (ad  
 idem). Si Thomas ust relese son droit a William puis  
 le recoverir, William par le relees pout aver forsclos  
 Thomas sanz mustrer son droit. — SCH. dit qe noun;  
 mes *Stouf.* respondi et dit, Nient semblable, qar il dit  
 qe si William ust mis avant relees en cesti bref de  
 Thomas avant ceo qil ust mustre son droit, Thomas  
 ust este chace daver respondu al fait, et la cause ser-  
 roit pur ceo qe le plee serroit tenuz sur cesti bref  
 qest done par estatut; mes en cas qe le tenant re-  
 covere par defaute et comence de mustrer son dreit  
 sur la nature del primer bref, adonques est cest original  
 termine, et apres le plee serra tenuz par le primer  
 original sur quel les tenementz furent recoveres, issint  
 qe le tenant navera nul plee forsque tiel qil pout aver  
 en la ou il fut demandant en le primer bref. — ALD.

A.D. 1337. standing the release, he would recover the right and the reversion to himself, whereas by his own deed he has extinguished his own right.—*Stouford*. Sir, perchance although Thomas were restored to the possession which he lost by default, when the demandant had no right to recover, nevertheless it may be that the right of the reversion shall be extinguished in Roger's person by his release, and by right the reversion be to William.—*HILLARY*. If William be not aided by the release, against Roger, to maintain his tenancy, he shall never afterwards have advantage by that release.—*Trewith*, ad idem. If the first writ had been a writ of Right, and W. had recovered by default against Thomas, and afterwards Roger had released to William as he has here, in this writ which is given by Statute perchance it would be found that William had not right in his writ of Right which is given; thus the judgment would be that Thomas should recover the tenements for the term of his life, and that after his death they should go to Roger and his heirs quit from William and his heirs for ever: thus Roger would be put in the inheritance against his own release &c.—*Stouford*. I answer that although it should be so in the present case it will not be against reason &c.; for neither in a writ of Right nor any other writ shall the demandant be received to maintain his action by saying that the tenant has released to him all his right in the tenements which he demands against the tenant and to put forward a release to make the tenant answer to this: for it behoves him to maintain his action according to the nature of his writ which he uses, having regard to the right which he had on the day of the purchase of his writ: and now in this case William is by way of action to show his right according to the nature of his first writ which he brought; and the Statute requires this; wherefore he shall not have any other plea now except such as he could have had at the time when he was demandant in his writ &c.; and then that release would have been of no value to him to put forward to have driven the tenant to have answered

Sir Roger avereit ore son recoverir, non obstante le A.D. 1337. relees, il recovereit le droit et la reversion a lui la ou par son fait demene il ad esteint son droit.—*Stouf.* Sire, par cas tut seit Thomas restitut a la possession qil perdit par defalte la ou le demandant navoit pas le droit a recoverir, nepurkaunt poet estre qe le droit de la reversion serra esteint en la persone Roger par son relees et de droit le reversion a William.—*HIL-LARY.* Si William ne soit eide par reles vers Roger de meyntenir sa tenance il navera jammes apres avantage par cel relees.—*Trew.* (ad idem). Si le primer bref ust este un bref de droit, et qe W. ust recoveri par defalte vers Thomas, et apres qe Roger ust relese a William auxint com il ad ici, en cesti bref qest done par statut par cas il serroit trove qe William navoit pas droit en son bref de droit qest done; issint serroit le jugement qe Thomas recoverast les tenementz a terme de sa vie, et apres son deces a Roger et a ses heirs quites de William et de ses heirs as toutz jours; issint serroit Roger enherite encontre son reles demene &c. —*Stouf.* Jeo respond qe tut serra il issint en le cas ou nous sumes il ne serra pas encontre reson<sup>1</sup> &c.; qar en un bref de droit ne en nulle altre bref le demandant ne serra pas resceu de meyntenir sa accion a dire qe le tenant ad relese a lui tout son droit qil ad en mesme les tenementz qil demande vers le tenant et de mettre avant relees de faire le tenant de respondre a ceo; qar il covient de meyntenir sa accion solonc la nature de son bref qil use, eaunt regard al droit qil avoit jour de son bref purchace; et ore en ceo cas William est par voi daccion a mustrer son droit solonc la nature de son primer bref qil porta, et ceo voet le statut; par quei il navera altre ple a ore fors qe tiel qil pout aver eu al temps qant il fut demandant en son bref &c.; et adonques cel relees ne lui ust valu nul riens daver mustre avant daver chace le

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<sup>1</sup> T. son reles.

A.D. 1337. to it; wherefore &c.—*Parning*. The statute<sup>1</sup> was ordained for the benefit of the tenant for term of life who lost by default, and in order that he should have such a writ to demand the same tenements against the tenant who recovered; and then he against whom the writ is brought may say that he who brings the writ has released to him &c., and thereby foreclose him saying that he who brings the writ had a fee in the tenements at the time when he lost, and thereby oust him from this writ; or he may show his right which he had according to the nature of the first writ, and then the demandant may elect either to plead himself or to vouch to warranty; and if he elect to vouch to warranty, and the vouchee warrant, then he has the benefit which is given by statute, namely that he should recover against him against whom he has elected to recover, that is his warrantor; wherefore he has the advantage which the statute gives him; wherefore with anything which happens afterwards between the vouchee and the tenant he has nothing to do: for then the vouchee may if he will acknowledge that the tenant has right in the tenancy; and thereby the tenant will hold in peace.—SCHARSHULLE. Let us suppose that Roger had first leased the tenements to Thomas for his life, with remainder afterwards to John de Stouford and his heirs for ever, and that Roger had bound himself to warrant the same tenements, and that afterwards on the suit of William, Thomas had lost the tenements by default, and that after Thomas had brought such a writ William had shown his right, afterwards Thomas could vouch because he had bound himself to warranty; and although Roger had released to William all his right, whereas he had no right, it would not thereby be right that William should recover the tenements to the disherison of John de Stouford to whom the right was limited by way of remainder.—*Parning*. Sir, in the case which you have put if he would be received to vouch another than him to whom the right belongs, then it

<sup>1</sup> Westm. 2, 13 Edw. I. c. 4.

tenant daver respondu a ceo ; par quei &c.—*Parn.* Le A.D. 1337. statut fut ordene en avantage del tenant a terme de vie qe perdi par defalte, et qil avera tiel bref a demander mesme les tenementz vers le tenant qe recoveri ; et donques poet celi vers qui le bref est porte dire qe celi qe [porte] le bref ad relese a lui &c., et par tant lui forsclore a dire qe celi qe porte le bref avoit fee en les tenementz al temps qant il perdist, et par taunt ouster lui de cesti bref, ou mustrer son droit qil avoit solonc la nature del primer bref, et adonques poet le tenant<sup>1</sup> eslire ou de pleder mesme ou de vouchier a garrantie, et sil elise de vouchier a garrantie et cesti garrantie, donques ad il avantage qest done par statut, saver qil recovere vers qui il ad esliu de recoverir, saver devers son garrant ; par quei il ad lavantage qe statut lui donne ; par quei qe la chose qe aviegne apres entre le vouche et le tenant il nad qe faire ; qar adonqe le vouche purra sil voldra conustre qe le tenant ad droit en la tenance, et par taunt le tenant tendra en pees.—SCH. Posoms qe Roger ust primes lesse les tenementz a Thomas, a tenir a tote sa vie, et apres les tenementz remeindreint a Johan de Stouf, a lui et a ses heirs a toutz jours, et qe Roger ust oblige mesme a garrantir mesme les tenementz,<sup>2</sup> et apres a la sute William, Thomas ust perdu les tenementz par defalte, et apres qe Thomas ust porte tiel bref, William ust mustre son droit, apres Thomas pout vouchier, pur ceo qil se avoit oblige a garrantie ; et coment qe Roger ust relese a William tut son droit la ou il navoit nul droit, par tant il ne serroit pas resone qe William recovereit les tenementz en desheritaunce Johan de S. a qui le droit fut taille par voi de remeindre.—*Parn.* Sire en le cas qe vous avez mis sil serra resceu de vouchier altre qe celui a qui le droit est, adonques est il certain qe celui qe

<sup>1</sup> I. demandant.

| <sup>2</sup> L. adds "a Thomas.



A.D. 1337. is certain that he who vouched has elected his recovery against his warrantor; and if the warrantor can not recover the tenements against the tenant, then he shall recover to the value, which will be instead of other tenements.—BASSET. The statute says that he ought to show his right according to the nature of his first writ; for although he could show that he had right according to the nature of another action he shall not be received &c.; wherefore &c.—STONORE. True, there is no doubt of it; for he shall not be received to maintain his tenancy by showing that he had then right of action by another course than he supposed by his writ &c.: but here he does not now show that he had right at the time when he brought his writ, but puts forward a release by him who is a party to him by his warranty; wherefore since he takes that release to maintain his tenancy &c., if you wish to demur in judgment on this, it behoves that the Court holds the release as not denied by you.—*Stouford*. On our plea I know well that the Court will hold as not denied on either side what shall be brought forward: and Sir, we think that inasmuch as he showed his right according to the form of the first writ &c., and he put himself in such a course to maintain his tenancy according to the form of the first writ, and he does not, therefore it seems that he says nothing against the vouchee on which he had a day over; wherefore &c. — *Parning*. In the case where the demandant elected to vouch, thereby he put his plea in maintenance of his recovery in the mouth of the vouchee, and when he is warranted then it is his purpose to have to the value against him, although the tenant should be able to maintain his tenancy; and it is not right that one should recover against another his tenancy where the tenant has his release to bar him &c.—SCHARSHULLE. There are two estates to be regarded, namely, the estate of the tenant for term of life who lost and which he lost by default, and also that of him to whom the reversion belongs; and although he to whom the reversion belongs has extin-

voucha ad eslieu son rescouverir vers son garrant, et si A.D. 1337. le garrant ne purra mie recoverir vers le tenant les tenementz, adonques recovers il a la valu qe serra en lieu des autres tenementz.—BASSET. Lestatut voet qe il deit mustrer son dreit solonc la nature de son primer bref; qar tut purreit il mustrer qil avoit droit solonc la nature de une altre accion il ne serra mie resceu &c.; par quei &c.—STONOR. Ceo est verite, il nest pas doute; qar il ne serra mie resceu a meyn-tenir sa tenance a mustrer qil avoit adonques droit en accion par altre cours qil ne supposa par son bref &c., mes icy il ne mustre pas a ore qil avoit droit al temps qant il porta son bref, eynz mette avant relees de lui qest partie a lui par sa garrantie; par quei del hure qil prent cel relees de meyntenir sa tenance &c., si vous voillez demurrer sur ceo en jugement il covient qe la court tiegne le relees a nient dedit de vous.—*Stouf.* Sur nostre ple jeo say bien qe la court tendra a nient dedit dune part et dautre ceo qe serra affere; et Sire, nous entendoms qe par tant qil mustra son droit solonc la fourme de primer bref il se mist en tiel cours de meyntener sa tenance solonc la fourme de primer bref &c., et ne fait, par quei il semble qil ne dit riens vers le vouche de quei il ad jour outre; par quei &c.—*Parn.* En cas ou le demandant eslust le voucher par tant il mist son plee en meyntenance de son recoverir en la bouche le vouche, et qant il est garranti adonque est il a son purpos daver a la value devers lui, tut soit il qe le tenant purra meyn-tenir sa tenance; et il nest pas reson qe homme recovere vers altre sa tenance la ou le tenant ad son relees de lui barrer &c.—SCH. Ils sunt deus estatz a veer, saver lestat le tenant a terme de vie qe perdi et qil perdi par defaute, et auxint celi a qui la reversion est; et coment qe celi a qui la reversion fut

A.D. 1337. guished his right of reversion, still the action of the tenant for life who lost by default remains in case he had no right to recover; for he to whom the right of the reversion belonged could not release the action of the tenant for life: for if my tenant for term of life be disseised and I make a release to the disseisor, if the disseisee afterwards recover by an assise, still the reversion will belong to the disseisor; and so perchance it will be in this case; although the tenant for life recover his possession &c. it may be that the reversion will be to him to whom the release was made &c.—*Parning*. Your reason would hold if the tenant himself who lost by default had himself pleaded; but when he vouched he put his plea to recover into the mouth of the vouchee, who by his own deed has ousted himself from his recovery &c.—*Stouford*. The law is quite different in this voucher from what it would be where the tenant vouches to warranty, where the tenant does not plead anything, but puts his plea wholly into the mouth of the vouchee: but here he who now brings this writ has pleaded in his original, and the tenant who recovered has answered him in the right which he supposed himself to have by the first original, and he alone vouched to warranty &c. and shall be party to answer in that right in case he can show it and no other does.—*SCHARSHULLE*, ad idem. Although the demandant in this case has vouched to warranty as if he were tenant and is warranted, still he ought not to recover to the value against his warrantor except in case the tenant shows his right according to the nature of the first writ, by which writ he might have recovered the tenements against him if the tenant had not then made default; for in the first writ if the tenant had pleaded he could have maintained his tenancy, because the demandant had not right to recover, so that he would have recovered nothing against his warrantor if he who recovered by default could not show that he had no right to recover according to the form of the first writ.—*Pole*.

eit esteint son droit de reversion, oncore demoert lac- A.D. 1337. cion le tenant a terme de vie qe perdi par defalte en cas qil navoit pas droit de recoverir; qar celui a qui le droit de reversion fut ne pout pas relesser lac- cioun le tenant a terme de vie; qar si mon tenant a terme de vie soit disseisi et jeo face reles al disseisour, si le disseisi recovere apres par assise, oncore la reversion serra al disseisour; et issint par cas il serra en ceo cas cy, coment qe le tenant a terme de vie recovere sa possession &c. poet estre qe la reversion serra a celi a qui le relees fut fait &c.—*Parn.* Vostre reson tendreit lieu si le tenant mesme qe perdi par defalte ust plede mesme; mais qant il voucha il mist son ple a recoverir en la bouche le vouche, le quel par son fait demene se ad ouste de son recoverir &c.—*Stouf.*<sup>1</sup> Il est tut altre en ley en ceo vouchier qil ne serra ou le tenant vouche a garrantie, qe la ou le tenant ne plede riens mes mette son ple tut en la bouche le vouche; mais icy cesti qe porte ore cesti bref ad plede son origenal, et le tenant qe recoveri lui ad respondu en le droit qil lui supposa aver par le primer origenal et il soulement voucha a garrantie &c. qe serra partie a respondre en cel droit en cas qil le poet mustrer et nul autre fait.—*SCHAR.* (ad idem). Coment qe le demandant en ceo cas ad vouche a garrantie ac si esset tenens, et est garranti, oncore il ne deit pas recoverir a la value vers son garrant fors qen cas ou le tenant mustre son droit solonc la nature de primer bref, par quel bref il pout aver recoveri les tenementz devers lui si le tenant nust pas adonques fait defalte; qe en le primer bref si le tenant ust plede il pout aver meyntenu sa tenance, pur ceo qe le demandant navoit pas droit a recoverir, issint qil nust riens recoveri vers son garrant si celui qui recoveri par defalte ne purra mustrer qil navoit nul droit a recoverir solonc la fourme del primer bref.—

<sup>1</sup> T. omits the name of *Stouford*.

A.D. 1337. Sir, I think that in this case, whether he who recovered could show his right according to the nature of the first writ, or whether he takes another plea to maintain his tenancy, he who brings this writ which is allowed him by statute shall not recover in value against his warrantor, because he lost his tenancy by his own default; wherefore it is not right that he have the advantage against another of recovering to the value of that which he lost by his default &c., but that he be put to recover against him who recovered against himself, if he can not show his right.—STONORE. He has put against you your own quit-claim to maintain his tenancy; wherefore if you wish to demur in judgment on the point, the Court will hold the quit-claim as not denied by you.—*Stouford*. Sir we think that in our present case it is impertinent to the plea to put forward the quit-claim, and we have demurred thereto, and that we shall not get afterwards to deny it: so on the other hand if you adjudge the quit-claim to be impertinent to the plea &c. they shall not get to show any right.—STONORE asked of *Parning* if he would maintain that he had right according to the form of the first writ: and he said Yes.—*Stouford*. You shall not get to that; for you have taken the quit-claim to foreclose us outright of an action, upon which we demurred in judgment; wherefore he shall not now get to give another answer.—STONORE. At least he has put forward your own release; and if you were to release to him all your right now after you have entered into warranty, would you not thereby be foreclosed from recovering the tenements against him?—*Stouford*. Sir, I say No; for there is no doubt that where the demandant releases to the tenant he shall be barred of action, but it was never seen by any law that he who is demandant by a writ can maintain his action, out of the nature of the writ, by any release made to him; but inasmuch as he showed his right he is demandant &c.—And so see regarding this &c.

*Polz.* Sire, jeo entenke qe en ceo cas cy, le quel qe A.D. 1337. cesti qe recoveri purra mustrer son droit solonc la nature del primer bref [ou qil preigne altre plee pur mayntenir sa tenance, qe cestui qe porte cestui]<sup>1</sup> qe lui est done par statut, qil ne recovera mie a la value vers son garrant pur ceo qil perdist sa tenance pur sa defalte demene; par quei il nest pas reson qil eit avantage de vers autre de recoverir a la value ceo qil perdi pas sa defaute &c. eynz qil soit mys a recoverir vers celi qe recoveri vers lui, sil ne purra mustrer son droit.—*STONORE.* Il ad mys encontre vous vostre quiteclamance demene pur meyntenir sa tenance, par quei si vous voillez demorer en jugement sur le point la court tendra la quiteclamance a nient dedit de vous.—*Stouf.* Sire, nous avoms dit qe nous entendoms qen le cas ou nous sumes de mettre avant la quiteclamance qe cest impertinent al plee, et nous sumes cy demoerez qe nous navendrons pas apres a dedire la; auxi daltrepart, si vous ajuggez la quiteclamance impertinent a ceo plee &c., qe eux naven-dont pas a nul droit mustrer.—*STONORE* demanda de *Parn.* sil voleit meyntenir qil avoit droit solonc la fourme de primer bref; et dit quil.—*Stouf.* Vous naven-drez pas; qar vous avez pris la quiteclamance de nous forsclore daccion tut attrenche, sur quoi nous sumes demore en jugement; par quei a ore a dire altre respons il navendra pas.—*STONORE.* Al meyns il ad mys avant vostre relees demene; et si vous dussez releesser a lui tut vostre droit a ore apres ceo qe vous fussetz entre en la garrantie, ne serrez vous forsclos par tant a recoverir les tenementz vers lui?—*Stouf.* Sire, jeo die qe noun; qe il nest pas doute qe en cas ou le demandant relest al tenant, il ne serra barre daccion, mes unges ne fut veu par nulle ley qe celi qest demandant par un bref qil purra meyntenir sa accion hors de la nature de bref par nul relees fait a lui, mes en tant com il moustra son droit il est demandant &c.—Et sic de hoc vide &c.

<sup>1</sup> The passage in brackets is from I. and is not in T.

A.D. 1337. § John, Bishop of Exeter, brought his writ of Wardship. ship against Ralph Bloioue, and demanded W. son and heir of B. whose wardship belongs to him because the aforesaid B. held his land of him by knight-service; and he said how he held those tenements by such and such services, and died in homage to him.—*Pole.* He cannot demand anything in that wardship, for we tell you that B., the father of the infant whose wardship he demands, held certain tenements in such a vill of Ralph de Chendust by knight-service, and held the same tenements of Ralph de Chendust and of his ancestors by a feoffment older than that by which he held other tenements of the Bishop and his predecessors; and we tell you that Ralph de Chendust held the same tenements as in mesne and in service of Ralph Bloyowe and of his ancestors of more ancient time than B. held of the Bishop or of his predecessors; and we tell you moreover that B. &c. on such a day in such a year brought his writ of Mesne against Ralph de Chendust, and demanded of him that he should acquit him of the services which Ralph Bloyowe demanded, and sued so far that proclamation was made at the Quinzaine of St. Michael in the 18th year of the father of the present King, at which day Ralph de Chendust made default, wherefore he was forejudged; wherefore it was adjudged that B. should be attendant and answer to Ralph de Bloyowe for the same services which Ralph de Chendust ought to perform to him; thus B. was tenant from an earlier time of Ralph Bloyowe than he was the tenant of the Bishop, and we demand judgment if he ought to demand anything in that wardship.—*Asshe.* By your plea you have shown that one B. came first to be the tenant of Ralph Bloyou, namely at the Quinzaine of St. Michael, &c. when Ralph de Chendust was forejudged; we will aver that before that time B. and his ancestors held of the Bishop's predecessors.—*Power.* You do not deny the fact to be as we have

§ Johan Evesqe de Excestre porta son bref de garde <sup>A.D. 1337.</sup> vers Ralf Bloioue et demanda W. fitz et heir B.<sup>1</sup> <sup>Garde.</sup> qi garde a lui appent pur ceo qe lavantdit B. sa terre de lui tynt par service de chivaler ; et dit coment il tynt ceux tenementz par tiels services, et morust en son homage.—*Pole.* Il ne poet riens en cele garde demander, qar nous vous dioms qe B., pere lenfaunt qi garde il demande, tynt certains tenementz en tiele ville de un Ralf de Chendust par service de chivaler, qe teint mesme les tenementz de Ralf de Chendust et de ses ancestres par eigne feffement qil ne tynt autres tenementz del Evesqe et de ses predecessours ; et vous dioms qe Ralf de Chendust tynt meme les tenementz com en meen et en service de Ralf Bloyowe et de soun auncestre par priorite qe B. tynt del Evesqe ou de ses predecessours ; et vous dioms outre qe B., &c. tiel jour, tiel an, porta son bref de meen vers R. de Chendust et lui demanda qil lui dust acquiter des services qe Ralf Bloyowe lui demanda, et tant suist qe la proclamacion se fist a la Quinzaine de Seynt Michel lan xviii. pere le Roi qore est, a quel jour Ralf de Chendust fist defalte, par quei il fut forsjugge, par quei agarde fut qe B. fut attendant et respoignant a Ralf de Bloyowe de mesme les services qe Ralf de Chendust lui devoit faire ; issint fut B. deisne temps le tenant Ralf Bloyow qil ne fut le tenant le Evesqe, et demandoms jugement sil deive en cele garde riens demander.—*Assh.* Par vostre ple vous avez mustre qant un B. devynt primes estre le tenant Ralf Bloyou, saver a la Quinzaine de Seynt Michel, &c. qant Ralf de Chendust fust forsjugge ; nous voloms averer qe avant le temps B. et ses auncestres tyndrent del predecessour le Evesqe.—*Power.* Vous ne deditez pas qe le fait ne

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<sup>1</sup> L. Barth Berchele.



A.D. 1337. stated, that B. held from an earlier time of Ralph de Chendust than he held of the Bishop, and also that Ralph Chendust held of Ralph Bloyou the father, &c.—*Pole*. I say that the estate which Ralph Chendust had in the wardship was wholly annulled by the forejudgment; wherefore to his estate which was annulled in law I have no need to answer.—And afterwards *Parning* came back and said, for Ralph de Bloyou, that he wished to aid himself by way of answer only, inasmuch as B. held by an earlier feoffment of Ralph de Chendust than he held of the Bishop's predecessors, without considering whether Ralph de Chendust held of R. de Bloyou from an earlier time or not; wherefore it behoves you to admit with us that it is so, and thereupon abide judgment, or to traverse it.—*Pole*. To the estate of Ralph de Chendust I have no need no answer, for his estate was defeated by the forejudgment; wherefore you cannot from his estate take any advantage, since his estate was annulled.—*Parning*. Sir, we think that the estate of Ralph de Chendust was not so defeated that we shall not be adjudged in his estate so as to have the advantage in respect of B. that Ralph de Chendust would have had if he had not been forejudged; for in this case one cannot show the estate of B. to be changed in his tenancy, nor that the estate of Ralph de Bloyou was changed in the seignory; wherefore the priority which held good between Bartholomew and Ralph de Chendust before he was forejudged shall hold good for Ralph de Bloyou after the forejudgment.—*SCHARSHULLE*. Not so, for the act of the tenant changes the priority into posteriority, but the act of the lord does not; and now the tenancy in the person of B. was changed by the forejudgment, for by the forejudgment he ought to be the tenant of Ralph de Bloyou by the services which Ralph de Chendust used to do to him, and thereby his tenancy was changed in law, and then he first came to be tenant of Ralph de Bloyou: and besides this, the averment which you offer,

soit tiel com nous avoms dit, qe B. ne tynt deisne A.D. 1337. temps de Ralf Chendust qil ne tynt del Evesqe, et auxint qe Ralf Chendust ne tynt de Ralf Bloyou pere &c.—*Pole.* Jeo die qe lestat qe Ralf Chendust avoit en la garde fut anienty de tut par le fors jugement; par quei a lestat celui qe fut anenty en ley jeo neye mester a respondre. Et apres *Parn.* revynt et dit pur Ralf de Bloyou qil se voleit eider par voi de respons soulement par tant qe B. tynt de eisne feffement de R. de C. qil ne tynt del predecessour levesqe, sanz aver regard le quel Ralf de C. tynt de R. de Bloyou de eisne temps ou ne mie; par quei il covient qe vous conusetz ovesqe nous qil est issint, et sur ceo demorer en jugement de court, ou de traverser.—*Pole.* A lestat Ralf de Chaundust jeo nay mester a respondre; qar son estat fust defait par le forjuggement; par quei vous ne poetz de son estat prendre avantage, del hure ke son estat est anienty.—*Par.* Sire, nous entendoms qe lestat R. de C. ne fut pas issint defait qe nous ne serroms ajugge en son estat daver avantage sur B. com Ralf de Chendust ust sil neust este forjugge; qar en ceo cas homme ne poet pas mustrer lestat B. estre chaunge en la tenance, ne qe lestat Ralf de Bloyou fust change en la seignurie, par quei la priorite qe se tynt entre Barthelemi et Ralf<sup>1</sup> de C. avant ceo qil fut forjugge, meme la priorite tendra pur Ralf de Bloyou apres le forjuggement.—*SCHAR.* Il nest par issint; qar fait de tenant change la priorite en posteriorite et ne mie de seignur; et ore la tenance en la persone B. fut chaunge par le forjuggement, qar par le forjuggement il devoit estre le tenant Ralf de Bloiou par les services qe Ralf de C. lui soleit faire, et par taunt fut sa tenance chaunge en ley, et adonques il primes devynt estre le

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<sup>1</sup> I. tent entre Berthelemi pur Rauf.

A.D. 1337. to oust the Bishop from his recovery, is that B. the father of the infant, held by an earlier feoffment of one Ralph de Chendust than he held of the Bishop, and the averment which is given by statute is that the father of the infant held of him and his ancestors by an earlier feoffment than he held of the plaintiff and of his ancestors, and that averment you do not offer; wherefore you do not counterplead his recovery in the form required by statute.—*Parving*. Sir, although the statute gives such an averment as you mention, nevertheless I shall have the averment that the ancestor of the infant held of me and of those whose estate I have by an earlier feoffment &c.; and in this situation I now am, because I am in the estate of Ralph de Chendust.—*Scor*. You cannot say that you are in the estate of Ralph de Chendust as to the seignory; for if the estate of Ralph de Chendust was in socage, and your seignory paramount was in chivalry, after the forejudgment your seignory in chivalry remained to you, and with its nature of priority; wherefore although both seignories should be in chivalry, yet the priority would not hold good against you, except having regard to the time when he became your tenant. And afterwards they took a “prece partium.”

Assise of  
Novel  
disseisin.

§ Robert the son of William atte Gappe brought an assise of Novel disseisin against a tenant named Thomas. Thomas pleaded in bar of the assise, and said that William the father of Robert, whose heir he is, enfeoffed him of the same tenements, binding himself and his heirs to warranty &c., so that if he were impleaded by a stranger &c.; and he demanded judgment if he ought to have an assise. Robert said that he should not be barred by the deed of William his father; for he said that William his father was alive (and he named the town in the said county of Somerset) ready &c. to prove it by such way as the Court should award: and upon this the parole was adjourned into the Bench, to know whether the death or the life of William would be proved there, or

tenant R. de B. ; et ovesqe ceo, laverement qe vous A.D. 1337. tendez, de ouster le Evesqe de son recoverir, est qe B. piere lenfant tynt de eisne feffement de un R. de C. qil ne tynt del Evesqe, et laverement qest done par statut est qe le pere lenfaunt tynt de lui et de ses auncestres par eisne feffement qil ne tynt de pleintif ou de ses auncestres, et cel averement vous ne tendez pas ; par quei vous ne contrepledez pas son recoverir par forme destatut.— *Par.* Sire, coment qe lestatut donne tiel averement com vous parlez, nepurkaunt javerai laverement qe launcestre lenfant tynt de moi et de ceux qi estat jeo ay par eisne feffement &c. ; et en ceo cas suy jeo ore, pur ceo jeo suy en lestat R. de C.— *Scot.* Vous ne poetz pas dire qe vous estes en lestat R. de C. en la seignurie ; qe si lestat R. de C. fut en sokage et vostre seignurie par amount fut en chivalerie, apres le forjuggement. vostre seignurie de chivalerie vous demoert, et sur sa nature de priorite ; par quei coment qe lune seignurie soit en chivalerie<sup>1</sup> et lautre, oncore la priorite ne se tendra devers vous fors qe eiant regard al temps qil devynt vostre tenant.— Et apres il pristrent un prece partium.

§ Robert le fitz William atte Gappe<sup>2</sup> porta une as- Assise  
sise de novele disseisine vers un tenant Thomas par <sup>novæ</sup>  
noun. Thomas pleda en barre dassise et dit qe W. disseisinæ.  
pere Robert, qui heir il est, enfeffa lui de mesme les tenementz, obligant lui et ses heirs a la garrantie &c., issint sil fut enplede dun estrange &c. ; et demanda jugement sil dust assise aver. Robert dit qe par le fait W. son pere il ne serroit pas barre ; qar il dit qe W. son pere fut en pleine vie, et dit en tiele ville en mesme le countee de Somerset, prest &c. a prover par qant qe la court agarde ; et sur [ceo] la paroule fut ajourne en Bank, a saver le quel la mort et la vie W.

<sup>1</sup> T. par quei y covient qe lune seignurie soit en chivalerie.

<sup>2</sup> In I. the plaintiffs' names are Andrew de Trell and Emma his wife.

A.D. 1337. whether it should be inquired of by the country. And now at this day, SCHARSHULLE said, Because the existence of William was alleged in the same county, we award the Assise to inquire thereof:—for he said that upon this the party should have the Attaint.

Protection. § In a plea of land the tenant said that he held the tenements for his life &c., the reversion regardant to such an one, and he prayed aid of him: and the aid was granted. And afterwards he came and joined with the tenant, and put forward the King's Protection; wherefore the parole demurred without day. And now came the demandant and prayed a resummons against the tenant, and also he himself prayed a garnishment to him who was joined in aid; and the Court granted it to him. But in another case, when the parole demurred without day by the nonage of him who was prayed in aid, the Court would not grant the resummons except against the tenant only; and the reason was because he was not before joined in aid.

Assise of  
Novel  
disseisin.

§ One Maud brought an assise of Novel disseisin against one Katherine, and made her plaint of a messuage and a bovate of land and the fourth part of a bovate of land; and Katherine came by bailiff, and said that by a fine on the morrow of the Purification in the 15th year of the reign of King Edward, father of the present King, one Walter de Mountford granted and rendered these tenements and other tenements to one Piers Wysard and to that Katherine then his wife, to have and to hold to them and the heirs of their bodies; and she said that she entered by the fine without committing any tort or disseisin; and upon this the assise was awarded and was now this day taken, who came and said that John Howard and this Maud his then wife held those tenements by their joint purchase to them and their heirs; and said moreover that John Howard leased the same tenements to John Wysard, to hold to him and his heirs for the term of 16 years, so that after the term the messuage and the bovate

serroit prove, ou qe lem enquerreit de ceo par pays: A.D. 1337. et ore a ceo jour, SCHAR. dit pur ceo qe lestre W. fut allegge en mesme le counte, nous agardoms lassise denquere, qe il dit qe sur ceo la partie avera latteynte.

§ En ple de terre le tenant dit qil tynt les tene-<sup>Protecciun.</sup> mentz a terme de sa vie, la reversion regardant a un tiel, et pria eide de lui; et leide fut grante; et apres il vynt et se joynt ove le tenant, et mist avant la proteccion le Roi, par quei la paroule demora sanz jour: et ore vynt le demandant et prie un resomons vers le tenant, et auxint il pria soi mesme un garnissement vers celui qe fut joynt en eyde, la court lui granta: mes en altre cas qant la paroule demora sanz jour par noun age celui qe fut prie en eide, et la court ne voleit pas granter le resomons fors qe soulement vers le tenant; et la cause fut pur ceo qil ne fut point joynt en eide avaunt.

§ Un Maude porta une assise de novele disseisine <sup>Assisa</sup> devers une Katherine, et fist sa plainte dun mies et <sup>novæ</sup> dune bovee de terre et la quartê partie dune bovee de <sup>disseisinæ.</sup> terre; et Katherine vynt par baillif et dit qe par fin leve lendemein de la Purificacion lan le regne le Roi E., pere le Roi qore est, xv., un Wauter de Mountford granta et rendy ceux tenementz et autres tenementz a un Piers Wysard et a cele Katherine adonques sa femme, a aver et tenir a eux et a les heirs de lour deux corps issantz; et dit qe issint entra ele par fine sanz tort ou disseisine faire; et sur ceo lassise fut agarde et pris ore a cesti jour, qe vynt et dit qe Johan Howard et ceste Maude adonques sa femme tyndrent ceux tenementz de lour joynt purchas a eux et a lour heirs; et dit outre qe J. Howard lessa mesme les tenementz a Johan Wysard a tenir a lui et a ses heirs a terme de xvi. aunz, issint qe apres le terme le mies

A.D. 1337. of land were to return to John Howard and to this Maud his then wife, to them and their heirs for ever, and that the fourth part of the bovate of land should remain to John Wisard and his heirs for ever; and said moreover that during the term John Wysard died without heir of his body, wherefore one Richard, brother and heir of John, entered on those tenements and during the term died without heir of his body &c.; wherefore P. his brother and heir entered, and that afterwards there was a treaty for a marriage between Piers and that Katherine who now answers as tenant, so that P. was willing to make an estate to Katherine of those and other tenements, and gave other tenements which he had to Walter de Mountford; but that Walter had no estate in those tenements, for Piers did not divest himself thereof: and said moreover that by a fine levied this same Walter granted and rendered as well those as other tenements to Piers and Katherine his wife and the heirs of their bodies begotten &c.; and said moreover that they continued their seisin until Piers died; and after the death of Piers Katherine kept in possession, so she is seised in the manner; and they prayed the discretion of the Justices. The Assise was asked at what time John Howard, the husband of Maud, died: and the Assise said, two years ago. And it was asked if Maud entered those tenements after the death of John her husband or not: and the Assise came and said that she came to the tenements and wished to have entered after the death of Piers, and Katherine would not allow her to enter, but held her out, and afterwards cultivated the land and took the profits. It was asked of the Assise, to what damages &c. if they should adjudge a disseisin from the time when the fine was levied. And the Assise said to the damage of 10*l*. And the Assise were moreover asked, to what damages if they should adjudge a disseisin from the time when John, Maud's husband, died: and the Assise said, to the damage of eight marks: and besides, what damages if they should

et la bovee de terre devoit retourner a Johan Howard A.D. 1337. et a ceste Maude adonques sa femme a eux et a lour heirs a toutz jours [et qe la quarte partie de la bove de terre demoreit a Johan Wysard et a ses heirs a toutz jours];<sup>1</sup> et dit outre qe deynz le terme Johan Wisard morust sanz heir de son corps issant, par quei un Ricard frere et heir Johan entra ceux tenementz et deynz le terme morust sanz heir de son corps &c., par quei P. son frere et heir entra, et apres parlance de mariage fut entre P. en cele Katherine qore respond com tenant, issint qe de ceux tenementz et autres tenementz P. fut en volunte de faire estat a Katherine, et dona autres tenementz qil avoit a Walter de Mountford; mes de ceux tenementz W. navoit nul estat, qar P. ne se demist pas: dit outre qe par fin leve mesme cesti W. granta et rendi auxint bien ceux tenementz com autres tenementz a P. et a Katherine sa femme, a eux et a les heirs de lour deux corps engendrez &c.: et dit outre qe ceux continuerent lour seisine tanqe P. morust; apres la mort P., Katherine se tynt eynz, issint est ele seisi par la manere, et prient discrecion des Justices. Demande fust del Assise a quel temps J. Howard baron Maude morust; et lassise dit deux aunz passez. Et demande fut si Maude entra ceux tenementz apres la mort J. son baron ou noun: et lassise vynt et dit qe ele vynt sur les tenementz et voleit aver entre apres la mort P., et Katherine ne lui voleit pas soefrir dentrer, mes la tynt hors et meynovera la terre apres et prist les profitz. Demande fut del assise as ceux damages [sils agarderent une disseisine de temps qe la fyne fust leve: et lassise dist as damages de x. livres; et outre demande fuist del assise as quex damages sil agarderount une disseisine]<sup>1</sup> de temps qe J. baroun M. morust; et lassise dit qe as damages de viij. marc;

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<sup>1</sup> The passages in brackets are from I. and are not in T.



A.D. 1337. award a disseisin from the time that Maud attempted to enter ; and the Assise said, to the damage of two marks.

And then *Parning*, for Maud, said that he considered that she should recover damages for the whole time since the levying of the fine whereby Piers and Katherine claimed an estate of freehold, which was a disseisin to John and Maud.—ALDEBURGH. You can not say that Katherine was then a disseiseress, because she was then under coverture ; and besides, her husband continued always his estate for the term of years, without this that Walter had anything in the tenements.—*Parning*. Inasmuch as she kept herself in possession of the tenements after the term, she affirmed her estate to have been by the fine ever since the levying of the fine.—SCHARSHULLE. Katherine has pleaded by bailiff to the Assise &c. ; then although the Assise has spoken of a fine, it is without warrant ; we can not take such a fine as the cause of our judgment, for it may be that there is no fine.—*Pole*. This assise is not brought against any other than against Katherine, and by that verdict she is not found to be a disseiseress ; for it is found that the tenements were leased for a term of 16 years to John Wysard, and that after the death of John one Richard his brother entered, and thereby he affirmed the freehold in his person, because he had not cause to enter, and thereby disseised John Howard and Maud his wife ; wherefore one can not say that Katherine was a disseiseress.—ALDEBURGH. It is found that the tenements were leased to John Wysard, to him and his heirs, and that after the death of John, who died during the term, Richard his brother entered as heir, which can not be otherwise understood than as an entry by him claiming the same term. And he said moreover that Katherine began to be a disseiseress when she prevented Maud from entering and afterwards took the profits of the land ; wherefore he adjudged that she should recover seisin of the messuage and of the bovate of land and her damages taxed at two marks &c, and that Maud should be in mercy for her

et outre as ceux damages sils agarderent une disseisine A.D. 1337. qe M. assaia lentre; et lassise dit qe as damages de deux marcz. Et pus *Par.* dit pur Maude qil entendist qe ele recovereit damages de tut temps puis la fin leve, qe P. et K. clamerent estat de franktenement, qe fust une disseisine a J. et a M.—*ALD.* Vous ne poez pas dire qe Katherine fut adonques disseseresse, pur ceo qe ele fut adonques coverte de baroun; et ovesqe ceo, son baron continua tut temps son estat a terme daunz, sanz ceo qe W. navoit riens en les tenementz.—*Parn.* Par tant qe ele se tynt eynz en les tenementz apres le terme, ele afferma son estat estre par la fin de tut temps pus la fin leve.—*SCHAR.* Katherine ad plede par baillif al assise &c.; adonques coment lassise dit et eit parle dune fin cest sanz garrant, qe nous ne poms pas prendre tiele fin par cause de nostre jugement, qar poet estre qil ny ad nul fin.—*Pole.* Ceste assise nest pas devers autres forsqe devers Katherine, et par cel verdit ele nest pas trove disseiseresse; qe il est trove qe les tenementz furent lessez a terme de xvi. aunz a J. Wysard, et qe apres la mort J. un Ricard son frere entra, et par taunt il afferma le franktenement en sa persone pur ceo qil navoit pas cause dentrer, et par tant disseisi J. Howard et M. sa femme, par quei homme ne poet pas dire qe K. fut disseiseresse.—*ALD.* Il est trove qe les tenementz furent lessez a Johan Wisard, a lui et a ses heirs, et qe apres la mort Johan qe morust deynz le terme, Ricard son frere entra com heir, qe ne poet autrement estre entendu qil nentra en clamant mesme le terme; et dit outre qe Katherine comencea estre disseiseresse qant ele deneya Maude entrer et apres prist les profitz de la terre; par quei agarde fut qe ele recoverast sa seisine del mies et de la bovee de terre et ses damages taxes a deux marcz &c., et Maude en la merci pur sa plainte en droit de la

A.D. 1337. **plaint** for the fourth part of the bovate of land &c.—And so see concerning this matter, which is wonderful &c.

§ One Robert brought his writ of Formedon against the Prior of Saint Swithin, and demanded certain tenements in the suburb of Winchester; and the writ stated that one Amice gave them to Alice Drax and the heirs of her body, and that if she died without heir of her body the tenements should remain to Petronilla and the heirs of her body, “and which, after the deaths of the” said Alice and Petronilla, to the said Robert, son and “heir of the said Petronilla, ought to descend by the” form of the gift &c., because the said Alice died without heir of her body.”—*Rokel* counted that Amice gave to Alice and the heirs of her body, and that if she died &c. the tenements should remain to Petronilla and the heirs of her body, and he said that by that gift Alice was seised in her demesne as of fee and of right by the form, in time of peace &c., and laid the esplees in her person; and said moreover that after the death of Alice, because she died &c., Petronilla entered and was seised in her demesne as &c., by the form of the aforesaid gift, in time of peace, without laying the esplees in her person; and he said, and “which after the deaths of” the aforesaid Alice and Petronilla, to the aforesaid “Robert son and heir of the aforesaid Petronilla ought” to descend by the form &c. because the said Alice died “without heir &c.”—*Gayneford* challenged the count because he did not lay the esplees in the person of Petronilla to whom he made himself heir.—SCHARSHULLE. It would have been formal to have done this, but this shall be forgiven him this time; but let every one take care in future; for whoever shall count in this manner his count shall abate; for it behoves us to maintain our ancient forms.—And afterwards *Gayneford* asked what he had to show the remainder.—*Pole*. I am not demanding by a writ of Formedon in the remainder but by writ of Formedon in the descender, and by my count I allege that the remainder was vested in the person of

quarte partie de la bovee de terre &c. Et sic de ista A.D. 1337. materia vide, quod mirum &c.

§ Un Robert porta son bref de fourme doun devers le Priour de Seynt Swythun, et demanda certains tenementz en le suburbe de Wyncestre, et le bref voleit qune Amice les dona a Alice Drax et a les heirs de son corps issantz, et si ele devya sanz heir de son corps issant, qe les tenementz remeindrent a Petronelle et as heirs de son corps issantz, "et quæ post mortem " predictarum Aliciæ et Petronillæ prefato Roberto " filio et heredi predictæ Petronillæ descendere debent " per formam &c., eo quod predicta Alicia obiit sine " herede de corpore suo exeunte." — *Rokel* counta qe A. dona a Alice et a les heirs de son corps issantz, et sil devias &c. qe les tenementz remeindrent a P. et a les heirs de son corps issantz, et dit par quel doun A. fut seisi en son demene com de fee et de droit par la fourme en temps de pees &c. [et lia les esplees en sa persone; et dist outre qe apres la mort Alice, pur ceo ke ele morust &c., Pernele entra et fuist seisi en soun demene com &c. par la forme de doun avantdite, en temps de pees &c.,]<sup>1</sup> sanz lyer les espleez en sa persone, et dit, et les ceux apres la mort les avantdites A. et P., a lavantdit Robert fitz et heir lavantdit P. descendre doit par la fourme &c., eo qe lavantdit A. morust sanz heir &c. — *Gein.* chalengea le counte pur ceo qe il ne lia les espleez en la persone P. a qi il se fist heir. — *SCH.* La fourme serroit dil aver fait, mais ceo lui serra pardone a cest foith, mes chescun se garde apres ces hures; qar qi qe counte par la manere son counte abatara, qar il nous covynt meyntenir nos auncienez fourmes. Et apres *Gain.* demanda ceo qil avoit de remeindre. — *Pole.* Jeo ne demande pas par un bref de fourme de doun en le remeindre eynz par bref de fourme doun en le descendre, et par moun counte qe le remeindre fut vestu

<sup>1</sup> The passage in brackets is from I. and is not in T.

A.D. 1337. Petronilla inasmuch as she was seised, which thing I will aver if he will deny it.—*Parning*. That Petronilla was seised may well be averred by the country, for this falls within the cognizance of the country, but the manner of her seisin can not be averred; for if she was not seised by virtue of the remainder you have not an action; and whether the remainder was limited to her in the manner that you have stated or in some other manner one can not know if it be not by a specialty; but where a seisin is delivered by feoffment, the manner of the seisin falls within the cognizance of the country, without a specialty; but in case of a remainder seisin is not delivered.—*STONORE*. If Petronilla was seised by virtue of the remainder, and afterwards aliened, and eloined the specialty, it would be hard law if her issue should not have a recovery by averring her seisin.—*SCHARSHULLE*. If Petronilla had been ousted and had brought the assise, however the pleading in bar might have been, she would have made herself a title by the remainder without a specialty.—*Parning*. Sir, the reason would be that there her writ does not speak of a remainder as it does here.

§ The Assise came to recognise if Thomas, Abbat of St. Mary of York and brother Adam de Dalton, co-monk &c. unjustly &c. disseised Henry de la Panetrie forester of his freehold in W. &c., and whereof it is complained that the said disseisors disseised him of his puture in the Priory of Wodershall, namely, of having for himself on Friday in every week, food and drink at the table of the squires of the said Abbat in the said Priory of Wodershall as the squires of the said Abbat have there, and to have and carry away whenever it pleased him a lagena of the best ale from the cellar of the said Abbat in the said Priory, and two tallow candles from the chamber of the said Abbat there, and for his horse one bushel of oats &c., and for his dog one loaf of black bread, as appertaining to his office of forester of Wateles in the forest of Inglewood &c. And the Abbat and

en la persone P. par tant qe ele fut seisi, quele chose A.D. 1337. jeo voil averer sil le voet dedire. — *Parn.* Qe P. fut seisi poet bien estre avere par pais, qar ceo chiet en conusance de pais, mais la manere de sa seisine ne poet pas estre avere; qar si ele ne fut pas seisi par le remeindre vous navez pas accion; et le quel le remeindre lui fut taille par la manere com vous avez dit ou en altre manere, homme ne poet pas saver sil ne soit par especialte, mais en cas [ou une seisine est livere par feffement la manere de la seisine chiet en conisance du pais sanz especialte, mes en cas]<sup>1</sup> de remeindre seisine nest pas livere. — *STONORE.* Si P. fut seisi par<sup>2</sup> le remeindre, et apres aliena et esloigna lespecialte, il serroit dure lei si son issue navereit recoverir daverer sa seisine. — *SCH.* Si P. ust este ouste et ust porte lassise, coment qe lem ust plede en barre, ele se ust fait tittle par le remeindre sanz especialte. — *Parn.* Sire, la cause serroit pur ceo qe son bref ne parle pas la de remeindre com fait icy.

§ Assisa venit recognitura si Thomas Abbas beatæ Mariæ Ebor. et frater Adam de Dalton commonachus &c. injuste &c. disseisiverunt Henricum de la Panetrie forestarium de libero tenemento suo in W. &c., et unde queritur quod iidem disseisitores disseisiverunt eum de putura habenda in prioratu de Wodershalle, videlicet habendi pro se ipso die Veneris in qualibet septimana, esculenta et poculenta ad mensam garcionum predicti abbatis in eodem prioratu de Wodreshalle sicut garciones abbatis habent ibidem, et habendi et asportandi quandocumque sibi placuerit pro se ipso quamdam lagenam melioris cervisiæ de cellario predicti abbatis in prioratu predicto et duas candelas de sepo de camera predicti abbatis ibidem et pro equo suo medio unam busellum avenæ &c. et pro cane suo unum panem nigrum tanquam pertinentem ad ballivam suam de forestario de Wateles in foresta de Ingelwod &c.

<sup>1</sup> The passage in brackets is from I. and is not in T.

<sup>2</sup> T. apres.

A.D. 1337. brother Adam, by the attorney of the said Abbat, come and say that the tenements put in view are in their church and cell of St. Constantine of Wodershalle, and he prays that the said Henry may show to the Court &c. if he has any specialty to bind the said church and cells to be charged with the said puture. And Henry says that a certain Henry de Wottone, formerly bailiff of the said forest, and all others who have had the said office of bailiff, from time whereof there is no memory were seised of that puture as appurtenant to their said office of bailiff; which Henry forfeited to the lord Edward late King of England, the father &c., on whose forfeiture the said King seized into his hands the said office of bailiff, and by his charter granted the said office of bailiff to the said Henry to be holden in the same manner in which others had theretofore holden the said office of bailiff, for the life of the said Henry; and he makes profert of the said charter witnessing it, in these words:—Edward by the grace of God King of England &c. to all &c. greeting. Know ye that at the request of Isabella Queen of England, our very dear consort, we have granted to our beloved Henry de la Panetrie the office of forester of Wateles in our forest of Inglewood, to hold, in the same manner in which others have hitherto held the said office, for the life of the said Henry, if the said Henry shall well and faithfully behave himself in the same. In witness whereof we have caused these letters patent to be made. Witness myself at Thunderley the 6th day of June in the 9th year of our reign: and he prays the Assise. By virtue of which grant the said Henry was seised of that puture as appurtenant to his said office of bailiff until the said Abbat and Adam unjustly disseised him; and he prays the Assise &c. And the Abbat and the said Adam say that they are men in religion and that they hold the said church and cells in free pure and perpetual alms: and by reason that the said Henry does not show to the Court a deed of the said Abbat or of any of his predecessors burdening the

Et Abbas et frater Adam per attornatum ipsius A.D. 1337. Abbatis veniunt et dicunt quod tenementa in visu posita sunt in ecclesia cella sua beati Constantini de Wodershalle, et petit quod predictus Henricus ostendat curiæ &c. si quid specialiter habet quod nititur ecclesiam et cellas suas predictas de predicta putura onerari. Et Henricus dicit quod quidam Henricus de Wottone quondam ballivus forestæ predictæ et omnes alii qui predictam ballivam habuerunt a tempore quo non existat memoria seisisi fuerunt de putura illa tanquam pertinens ad ballivam suam, qui quidem Henricus forisfecit versus dominum E. nuper regem Angliæ, patrem &c., per cujus forisfactum idem dominus Rex seisisi in manum suam ballivam predictam, et per cartam suam eandem ballivam suam concessit eidem Henrico tenendam eodem modo quo alii eandem ballivam hactenus tenuerunt ad totam vitam ipsius Henrici, et profert hic cartam predictam quæ hoc testatur in hæc verba. Edwardus Dei gratia Rex Angliæ &c. omnibus &c. salutem. Sciatis quod ad requisitionem Isabellæ reginæ Angliæ consortis nostræ carissimæ dilecto nobis Henrico de la Panetrie ballivam forestarii de Wateles in foresta nostra in Ingelwod, habendam eodem modo quo hactenus eandem ballivam alii habuerunt ad totam vitam ipsius Henrici, dum tamen ipse Henricus bene et fideliter se habuerit in eadem. In cujus rei testimonium has literas nostras fieri fecimus patentes. Teste me ipso apud Tonderle vi<sup>o</sup> die Junii anno regni nostri nono; et petit assisam: virtute cujus concessionis ipse Henricus seisisus fuit de putura illa tanquam pertinentem ad ballivam suam predictam quousque predicti Abbas et Adam ipsum injuste disseisiverunt; et petit assisam &c. Et Abbas et ipse Adam dicunt quod ipsi sunt viri religiosi et quod ipsi tenent ecclesiam et cellas predictas in liberam puram et perpetuam elemosinam. Et ex quo predictus H. non ostendit Curie factum predicti Abbatis nec aliquorum predeces-



A.D. 1337. said tenements with the said rent, nor any sufficient title for having an assise in this case, they demand judgment if he ought to have an Assise against them in respect thereof. And Henry says that a certain Henry de Wottone bailiff of the said forest, his predecessor, and all others who before the time of the said Henry had the said office of bailiff, from time &c. were seised of the said puture as appurtenant to their said office of bailiff, and on the forfeiture of the said Henry, our lord the King granted by his charter to the said Henry the said office as aforesaid, by virtue of which grant the said Henry was seised thereof as appurtenant to his said office of bailiff &c. A day was given &c.—And at the commencement the plaint was challenged, in that his plaint was to have a puture, and then he specified of what particular things &c., so that part of his plaint was for candles in particular, and for provender for his horse and for bread for his dog, which thing can not be supposed to be a plaint for puture, for puture is nothing besides food for man.—And nevertheless the plaint was adjudged to be good; for it was said that what could be considered puture would be understood by the word puture, and the rest be understood to be another profit; for by one writ and one plaint a man may take of several freeholds.—(Quære &c. I think the plaint would have been better for a profit a prendre or a corrody.) And afterwards the parole was adjourned into the Bench. —*Stouford*. Sir, you see clearly how he goes to charge the Church for ever &c., for which he does not show a specialty to charge the Church in perpetuity; wherefore &c. And we do not think that the seisin which he has alleged gives him a title in right to charge the Church &c.—*Trewith*. Then you do not deny that the puture is appendant to the office of bailiff &c.—*Stouford*. If that is to avail you in demanding the puture in the right as appendant to the office you must give an estate of fee and of right and of freehold to some one in the gross, that is to say in the office, by reason of which

sorum qui predicta tenementa de predicto redditu A.D. 1337.  
 oneraverunt, nec aliquem titulum sufficientem pro  
 assisa habenda in hoc casu, petunt iudicium si assisa  
 versus eos inde habere deberet. Henricus dicit quod  
 quidem Henricus de Wottone ballivus forestæ predictæ  
 predecessor suus et omnes alii qui ante tempus pre-  
 dicti H. predictam ballivam habuerunt a tempore quo  
 &c. seisiti fuerunt de putura predicta tanquam per-  
 tinente ad ballivam suam predictam, [et] per foris-  
 factum ipsius H. dominus Rex per cartam suam con-  
 cessit ipsi H. ballivam predictam ut predictum est,  
 virtute cujus concessionis predictus Henricus seisitus  
 fuit tanquam pertinens ad ballivam suam predictam  
 &c. Dies datus est &c.—Et al commencement la pleinte  
 fut chalange de ceo qe sa pleinte fut de une puture  
 aver, et donques especefia de quele chose speciale &c.,  
 issint qe partie de sa pleinte fut de chaundeles et en  
 especial et de provendre pur son chival et del payn  
 pur son chien, quele chose ne poet estre entendue  
 pleinte de puture, qar puture nest daltre chose forsque  
 pur viaunde de homme. Et nepurkaunt la pleinte fut  
 agarde bone; qar dit fut qe ceo poet estre entendu  
 puture serra entendu sur cele parole puture et le re-  
 menant estre entendu altre profit; qar par un bref et  
 par une pleinte hommè poet prendre de severale et de  
 severale frank tenement; quære &c. Credo qe la pleinte  
 ust este meillour daver dit dun profit a prendre ou dune  
 corrodie. Et apres la paroule fut ajourne en Bank.—  
*Stouf.* Sire, vous veez bien coment il est a charger la  
 esglise as toutz jours &c., de quei il ne moustre espe-  
 cialte de charger la esglise in perpetuite, par quei &c.;  
 et nentendoms pas qe la seisine la quele il ad allegge  
 lui donne tittle en droit a charger la esglise &c.—*Trew.*  
 Donques, vous ne dedites pas qe la puture est appen-  
 dant a la baillie [&c.—*Stouf.* Si ceo la vous duist valer  
 a demander la puture en le droit come appendant a la  
 baillie il vous covient donir estat de fee et de dreit et  
 franctenement a asqun en le gros, cest assaver en la

A.D. 1337. right this puture could be demanded in the right ; for he demands the puture in the right as appendant to the office in which he has an estate for the term of his life only ; and he does not show that he who before him had the office &c. by reason of which right in the gross the puture in right could be demanded as appertenant &c.—So see concerning this matter.

Assise  
between  
parceners  
of the half  
blood.

§ The Assise comes to recognise if Adam Maunsell and Christiana his wife and Adam de Farham &c. unjustly &c. disseised Isabella who was the wife of Hugh de Wymundham of her freehold in C. after the first &c., whereof it is complained that they disseised her of a moiety of the manor of Bradethweyt with the appurtenances &c. And Adam Maunsell and Christiana come, and Adam de Farham comes not, but the said Adam Maunsell answers for him as his bailiff, and says for him that he has done no injury or disseisin to her, and of this he puts himself on the Assise ; and Isabella does the like. And Adam Maunsell and Christiana, as tenants of the tenements put in view, say that there ought not to be an Assise between them : for they say that a certain Richard, father of the said Isabella and Christiana, died seised of the entirety of the said manor with the appurtenances in his demesne as of fee, after whose death the said Isabella and Christiana entered on the same manor as daughters and heirs of the said Richard and were seised thereof in common, and afterwards made partition of that manor except the wood and waste in the same manor, which wood and waste the said Isabella and Christiana hold in common, and of a moiety of the said manor except the said wood and waste the said Isabella is seised as her portion of the said manor ; wherefore she demands judgment if for the other moiety of the said manor which was assigned to the said Christiana as her purparty &c. there ought to be an assise between them.—*Trewith.* As to the wood and waste we go to the Assise ; and as to the remainder of the manor

baillie par reson de quel dreit ceste puture purra estre A.D. 1337. demande en le dreit; qar il demande la puture en le dreit appendant a la baillie]<sup>1</sup> en la quele il ad estat fors qe a terme de sa vie; et ne mustre pas qe celui qe devant lui avoit la baillie en fee &c., par reson de quel droit en le gros la puture en droit purra estre demande com appendant &c. Sic de ceo matire vide &c.

§ Assisa venit recognoscere si Adam Maunsell et Christiana uxor ejus et Adam de Farham &c. injuste &c. Isabellam quæ fuit uxor Hugonis de Wymundham de libero tenemento in C. post primam &c., unde queritur quod disseisiverunt eam de medietate manerii de Brudethweyt cum pertinentiis &c. Et Adam Maunsell et Christiana veniunt, et Adam de Farham non venit, sed predictus Adam Maunsell respondit pro eo tanquam ejus ballivus, et pro eo dicit quod ipse nullam ei inde fecit injuriam seu disseisinam, et de hoc ponit se super assisam, et Isabella similiter. Et Adam Maunsell et Christiana, tanquam tenentes de tenementis in visu positus, dicunt quod assisa inde inter eos fieri non debet. Dicunt enim quod quidam Ricardus, pater predictarum Isabellæ et Christianæ, obiit seisitus de integro predicti manerii cum pertinentiis in dominico suo ut de feodo, post cujus mortem ipsæ Isabella et Christiana intraverunt in eodem manerio ut filiæ et heredes ipsius Ricardi et inde seisitæ fuerunt in comuni, et postmodum de manerio illo excepto bosco et vasto in eodem manerio inter se propartem fecerunt, quos quidem boscum et vastum ipsæ Isabella et Christiana tenent in comuni, et de medietate predicti manerii exceptis bosco et vasto predictis predicta Isabella seisita est ut de proparte sua ejusdem manerii; unde petit judicium si de alia medietate predicti manerii quæ ipsi Christianæ assignata fuit in propartem &c. assisa inter eos inde fieri debeat.—*Trew.* Qant al boys et al wast nous sumes al assise; et qant al reme-

Assise  
entre par-  
seners de  
demy sank.

<sup>1</sup> The passage in brackets is from I. and is not in T.

A.D. 1337. for which she has pleaded in bar of the Assise, we say that one Robert Brakatwithe was seised of the same manor to Richard Belle of Blakanatwyke and Margery his wife in tail, of whom Isabella who now complains is issue in tail, and afterwards Margery died, and Richard took another wife named Alice, and of them this Christiana now the wife of Adam Maunsell, against whom this Assise &c., was issue ; so Richard had only a fee tail to himself and Margery his wife, of whom Isabella is the issue in tail, and she entered after the death of Richard and was seised until she was disseised by those who are named in the writ &c. ; wherefore we pray the Assise.—*Stouford*. Then you do not deny that Christiana and Isabella entered as daughters and heirs of Richard and made partition between them &c.—*Trewith*. Since Richard had only a fee tail with Margery his wife in those tenements, and of them Isabella is issue and heir in tail, and consequently the entry of Christiana was a disseisin to Isabella who was the true heir in tail, we pray the Assise ; for partition ought not to be a bar except between those who have a title of entry in common as heirs : for if he who is a stranger in blood to me allege a partition made between him and me, he ought not thereby to bar me of an Assise.—*Stouford*. In the case you put it is true ; but Christiana and Isabella are not strangers, for they are daughters and heirs of Richard the father &c. — Wherefore *Trewith* was driven to answer as to the partition &c. So he said that Richard had only a fee tail by the gift of Robert &c. made to him and Margery his wife and the heirs &c. ; and he said that Isabella was issue between them in the entail, so that after the death of Richard, Isabella, being then under coverture, to wit the wife of one Hugh de W., they entered on the manor after the death of Richard in right of Isabella as heir in tail, and afterwards Adam and Christiana his wife, claiming to be heir equally with Isabella, entered and thereby effected a disseisin, and continued that estate by their disseisin until Hugh, the husband of Isabella, and Adam

nant del manoir de quei il ad plede en barre dassise, A.D. 1337. nous dioms qun Robert Brakatewithe fut seisi de mesme le manoir et dona mesme le manoir a Ricard Belle de Blakenatewyke et a Margerie sa femme en la taille entre ceux Isabele qore se pleint est issue en la taille, et apres M. devya et Ricard prist autre femme Alice par noun, entre ceux ceste Christiene qore est la femme Adam Maunsell vers ceux ceste assise &c. fut issue, issint navoit Ricard qe fee taille a lui et a M. sa femme, entre queux Isabele est issue en la taille, et entra apres la mort Ricard et seisi fut tanqe ele fut disseisi par eux qe sont nomez en le bref &c., par quei nous prioms lassise.—*Stouf.* Donqe vous ne deditez pas qe Christiene et Isabele nentrerent com filles et heirs Ricard et fesoient la purpartie entre eux &c.—*Trew.* Del hure qe Ricard navoit en ceux tenementz forsqe fee taille ove M. sa primere femme entre ceux Isabele est issue et heir en la taille, et par tant le entre Christiene fut une disseisine a Isabele qe fut verreie heir en la taille, nous prioms lassise ; qar purpartie ne doit pas chere en barre fors qe entre ceux qount fait ou tittle dentre en comune com heirs ; qar si celi qest estrange a moi dil sank allegge purpartie faite entre lui et moi, par tant il moi ne doit pas barrer del assise.—*Stouf.* Il est verite en vostre cas, mais Christiene et Isabele ne sount pas estraunges, qar ils sount filles et heir Ricard le pere &c. Par quei *Trew.* fut chace de respondre a la purpartie &c. : par quei il dit qe Ricard navoit qe fee taille par le doun Robert &c. fait a lui et a M. sa femme et a les heirs &c. ; et dit qe Isabele est issue entre eux en la taille, issint qe apres la mort Ricard, Isabele coverte de baron, saver de un Hugh de W. entrerent en le manoir apres la mort Ricard en le droit Isabele com heir en la taille, et apres Adam et Christiene sa femme, en clamant estre heirs auxint avant com Isabele, entrerent et par taunt firent une disseisine, et col estat continuerent par lour disseisine tanqe Hugh baron Isabele et Adam et Christiene firent la purpartie

A.D. 1337. and Christiana made the partition which they mention, which partition shall be adjudged to be wholly the act of Hugh, and which partition made by Hugh cannot purge the disseisin previously effected; so the partition which they mention was only a continuance of the disseisin; wherefore we pray the Assise. And moreover, they have admitted our possession and the ouster; wherefore we demand judgment and pray the Assise as to damages.—*Stouford*. It is not yet admitted by us that Richard had only a fee tail; wherefore you cannot pray the Assise as to damages.—*Trewith*. If you will deny that, we will be ready to aver that Richard had only a fee tail.—*Stouford*. At the commencement it was pleaded in bar of the Assise that Isabella and Christiana entered as one heir after the death of Richard and made partition between them, which fact was not denied between them; wherefore she made for herself a title and said how Richard had only a fee tail, and showed how she was his sole heir in tail, and on this she prayed the Assise, wherefore she shall not now get to say that the fact was otherwise, to wit that she and her husband entered at first by themselves and that afterwards Adam and Christiana entered upon their possession.—*Parning*. Whether they entered in common all at one time or Hugh and Isabella entered first, and afterwards Adam and Christiana abated on their possession, I think the law is the same; and on this take your advantage whether it was one or the other; for I think that where two persons enter in common, and one has a cause of entry and the other has not, the freehold enures entirely to him who has a right to enter, and he who has not a right to enter has no estate.—*Stouford*. Then by your own saying, by the entry in common he did not disseise the other; wherefore if any disseisin was effected it commenced by the partition, and this, according to their own saying, was the act of Isabella's husband; and by law it cannot be understood that a man by his act can disseise his own wife.—*Trewith*. Then you will admit the fact to be as

de quei ils parlount, la quele purpartie serra tut ajugge A.D. 1337.  
 le fait Hugh, la quele purpartie faite par H. ne poet pas  
 purgier la disseisine faite avant, issint nest pas la pur-  
 partie de quele ils parlount fors qe continuance de la dis-  
 seisine ; par quei nous prioms lassise. Et outre, ils ount  
 conu nostre possession et luster, par quei nous de-  
 mandoms jugement et prioms lassise en droit des  
 damages.—*Stouf.* Il nest pas uncore conu de nous qe  
 Ricard navoit fors qe fee taille, par quei vous ne poez  
 prier lassise en droit des damages.—*Trew.* Si vous voillez  
 dedire ceo nous serroms prest daverer qe Ricard navoit  
 qe fee taille.—*Stouf.* Al commencement il fut plede en  
 barre dassise qe Isabele et Christiene entrerent com  
 une heir apres la mort Ricard et fesoient la purpartie  
 entre eux, le quel fait ne fut pas dedit entre eux, [par  
 quei ele se fist title et dist coment Ricard navoit qe  
 fee taille, et moustra coment qele fuist sont heir a luy]<sup>1</sup>  
 en la taille, et sur ceo pria lassise, par quei a dire ore  
 qe le fait fut altre, saver qe lui et son baron entrerent  
 al commencement par eux mesmes, et qe apres sur lour  
 possession Adam et Christiene entrerent il navendra  
 pas.—*Parn.* Le quel ils entrerent en comme tut a un  
 foithe oue Hugh et Isabele entrerent primes et qe  
 apres Adam et Christiene sabatirent sur lour posses-  
 sion, jentenk la ley tut un ; et sur ceo pernez vostre  
 avantage le quel ceo fut, ou un ou altre ; qar jeo  
 entenk ou deux entrent en comune et lun ad cause  
 dentrer et lautre ne mie, le frank tenement aherd en-  
 tierment a celui qad droit dentrir, et celi qe navoit  
 pas cause dentrer navoit nul estat.—*Stouf.* Donques a  
 vostre dit demene, par lentre en comune il ne disseisi  
 pas lautre ; par quei si nulle disseisine fut faite ele  
 comencea par la purpartie, et ceo fut a lour dit de-  
 mene le fait le baron Isabele ; et de ley il ne pout  
 estre entendu qun homme par son fait purra disseisir  
 sa femme demene.—*Trew.* Donqe vous volez conustre le

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<sup>1</sup> The passage in brackets is from I., and is not in T.



A.D. 1337. we have stated it and upon this abide judgment.—*Stouford* dared not demur upon this; wherefore he offered to aver that Richard had a fee simple at the time of his death.—*Trewith*. You ought to say besides, and not a fee tail; for it may be that he had a fee tail, and a fee simple by a release made to him by him to whom the reversion belonged, and still the issue in tail alone would be heir.—And the truth was that Richard to whom the gift was made was the son and heir of Robert who made the gift, so that after the death of Robert, the fee simple descended to Richard.—And afterwards *Stouford* said that Adam and Christiana appeared by bailiff, and he said that Richard the father of Christiana and Isabella died seised as of fee simple, after whose death they entered as daughters and heir and made the partition between them, and so they (Adam and Christiana) are in, without committing tort or disseisin, ready &c. by the Assise.—*Trewith*. You have pleaded in your proper persons in bar of the Assise by acknowledgment of the estate, and you have admitted the ouster by a cause &c.; wherefore if you will not maintain the cause you are found disseisors.—*Stouford*. If I should choose to say nothing the Court will do nothing but take the Assise at large.—*Stouford*. You have counterpleaded the assise in your own person, and thereby you will be adjudged a disseisor; wherefore the Assise will not be taken at large.—*Stouford*. If I plead in bar of the Assise by a release from the plaintiff, and afterwards do not maintain it, the plaintiff shall have nothing else but the Assise at large.—*Parning*. Not so; for by your admission you will be found a disseisor; but it will be inquired if the plaintiff were seised or not.—Wherefore the parole was sent to the country &c. Quære, if the husband make default in pais, whether the wife shall be received &c. all anew.

§ Gilbert de Humfreville and Eleanor his wife brought their writ of Entry against Baldweyn Malet and Hawise his wife; and the writ ran thus;—"Command Baldwin

fait estre tiel com nous avons dit et sur ceo demorer A.D. 1337. en jugement.—*Stouf.* nous pas demorer sur ceo ; par quei il tendi daverer qe Ricard al temps de sa mort avoit fee simple.—*Tr.* Vous devez dire ovesqe, et ne mie fee taille ; qe poet estre qil avoit fee taille, et fee simple par reles fait a lui par celui a qi la reversion tut, et uncore lissue en la taille serra soulement heir. Et la verite fut qe Ricard a qui le doun se fist fut titz et heir Robert qe les dona, issint qe apres la mort Robert le fee simple descendi a Ricard. Et apres, *Stouf.* dit qe Adam et Christiene furent par bailiff, et dit qe Ricard pere Christiene et Isabele morust seisi com de fee simple, apres qui mort ils entrerent com filles et heir, et firent la purpartie entre eux, issint sont ils eynz sanz tort ou disseisine faire, prest &c. par assise.—*Trew.* Vous avez plede en propre persone en barre dassise par conisance destat, et avez conutz le ouster par cause ; par quei si vous ne voillez meyntenir la cause vous estes atteynt disseisour.—*Stouf.* Si jeo ne voldra riens dire la court ne freit altre riens fors qe prendreit lassise a large.—*Parn.* Vous avez contreplede lassise en propre persone, par taunt vous serretz ajugge disseisour ; par quei homme ne prendra mie lassise a large.—*Stouf.* Si jeo plede en barre dassise par reles de pleintif, apres jeo ne le meynteigne pas, le pleintif navera autre chose fors qe lassise a large.—*Parn.* Il nest pas issint, qar par vostre contreplee vous serretz atteint disseisour ; mais homme enquera si le pleintif fut seisi ou noun. Par quei la paroule fut mande en pays &c.—*Quære* si le baron face defaute en pais, si la femme serra resceu &c. tut de novel.

§ Gilbert de Humfreville et Elianore sa femme porterent lour bref dentre vers Baldewyn Malet et Hawise sa femme : et le bref fut tiel : “Præcipe Baldewino Malet

A.D. 1387. " Malet and Alice his wife that &c. they yield up to Gilbert de Humfreville and Eleanor his wife one messuage, 168 acres of land, 60 acres of meadow, 6 acres of pasture and 40 acres of wood, 10 acres of moor, 1*d.* of rent and the moiety of one mill in Ludizer. Command Alice who was the wife of Adam de Blithe that &c. she yield up to the said Gilbert and Eleanor 12 acres of land in the same vill, which they claim as the right and inheritance of the said Eleanor, and into which the said Baldwin, Hawise and Alice have not entry unless after the lease which William de Lughtebourgh and Hawise his wife, who held them for the life of the said Hawise wife of William by the lease which Philip de Doghtone made thereof to the said Hawise wife of William and to Thomas de Pyn formerly her husband and the heirs of the said Thomas father of the said Eleanor, whose heir she is, thereof made to William de Pokenham; and which after the death of the said Hawise wife of William, ought to revert to the said Eleanor, as they say: and whereof they complain that the said Baldwin and Hawise his wife and Alice deforce them. And unless they shall do &c." —*Trewith.* The writ says, "and which after the death of Hawise the wife of William &c.," and inasmuch as the writ says "and which after the death of the said Hawise" the writ supposes Hawise to be dead; and inasmuch as the writ says, "the wife of William" thereby the writ supposes that she is now the wife of William and so alive; judgment of the writ.—*Trewith.* The writ supposes Hawise to be dead, and so she is; and where the writ says "wife of William" it says that as a surname, because two Hawises are named in the writ; for if there were only one Hawise named in the writ, then the writ would only say "and which after the death of the said Hawise to the said Eleanor &c.—And the writ was adjudged good.—*Trewith* (for Bald-

" et Aviciæ uxori ejus quod &c. reddant Gilberto de A.D. 1337.  
 " Humfreville et Elianoræ uxori ejus unum messua-  
 " gium, clxviii. acras terræ, lx. acras prati, sex acras  
 " pasturæ, et xl. acras bosci, x. acras moræ, unum dena-  
 " rium redditus, medietatem unius molendini cum per-  
 " tinentiis in Ludizer.<sup>1</sup> Præcipe Aliciæ quæ fuit uxor  
 " Adæ de Blithe quod &c. reddat eisdem Gilberto et  
 " Elianoræ xii. acras terræ cum pertinentiis in eadem  
 " villa quæ clamant esse jus et hereditatem ipsius Elia-  
 " noræ, et in quæ idem Baldewynus Hawisia et Alicia  
 " non habent ingressum nisi post dimissionem quam  
 " Willelmus de Lugtebourgh et Hawisia uxor ejus,  
 " qui illa tenuerunt ad vitam ipsius Hawisiæ uxoris  
 " Willelmi ex dimissione quam Philippus de Doghtone  
 " inde fecit prefatæ Hawisiæ uxori Willelmi et Thomæ  
 " de Pyn quondam viro suo et heredibus ipsius Thomæ  
 " patris predictæ Elianoræ cujus heres ipsa est, inde  
 " fecerunt Willelmo de Pokenham; et quæ post mor-  
 " tem prædictæ Hawisiæ uxoris Willelmi ad prefatam  
 " Elianoram reverti debent ut dicunt: et unde querun-  
 " tur quod predictus Baldewinus et Hawisia uxor ejus  
 " et Alicia eis deforciant. Et nisi fecerint &c."—<sup>2</sup>*Trew.*  
 Le bref voet "et quæ post mortem predictæ Hawisiæ  
 " uxoris Willelmi &c.," en taunt com le bref voet "et  
 " quæ post mortem predictæ Hawisiæ," et le bref sup-  
 " pose H. mort, et en tant com le bref voet "uxoris  
 " Willelmi" par tant suppose le bref qe ele est huy  
 ceo jour la femme W., et issint en vie; jugement de bref.  
 —*Parn.* Le bref suppose Hawys estre mort, et issint  
 est ele; et ceo qe le bref voet la "uxoris Willelmi"  
 ceo dit la com sour noun, pur ceo qe deux Hawises  
 sont nomez en la bref; qar sil navoit qune Hawys  
 nome en le bref adonqe le bref ne dirroit forsqe "et  
 " quæ post mortem predictæ Hawisiæ ad prefatam  
 " Elianoram &c." Et le bref fut agarde bon.]—*Trew.*

<sup>1</sup> I. Lidiard Punchardone.

<sup>2</sup> The speeches in brackets do not occur in the Temple MS., but are taken from L.

A.D. 1387. win and Hawise) demanded the view; and they were ousted from it because in another writ which was brought against them &c. they had the view, which writ was abated by non-tenure; and they were ousted. —*Trewith* said for them that whereas they suppose by their writ that the tenements were given to Thomas de Pyn and Hawyse his wife and the heirs of Thomas, to that we say that the tenements were given to Thomas and Hawise and the heirs of Hawise, ready &c.—And the other side said the contrary.—And for Alice who was the wife of Adam de Leek he demanded the view. And he had it.

§ In a plea of land the tenant pleaded in bar by the deed of the demandant made to such an one, whose estate he had and has still, as *Rokel* said, and he put forward the deed.—*Pole*, for the demandant, went out to imparl, and came back.—*Rokel* for the tenant, put forward a deed of assignment to S., and showed how he was assignee of him to whom the deed was made.—*Pole*. Sir, upon his plea he did not produce his deed, wherefore he shall not now get to do so.—*HILLARY*. He has come in sufficient time, for he has put it forward before you challenged him. Wherefore he was received &c.—*Quære*: for one has seen that a man has been received to plead in bar as assignee without showing a deed of assignment.

§ Robert the son of Walter of Fangham brought his writ against Thomas Gay and Hawise his wife, and demanded certain tenements &c.; and the writ said “into which they have not entry unless by W. father of Robert, whose heir he is &c., who leased them to them for a term which is past &c.” Thomas made default after default, wherefore Hawise prayed to be received, and she was received and said, by *Stouford*, that it was quite true that W. was seised in his demesne as of fee, which W. had a wife named Joan on whom he begot one Walter, and that Joan died, after whose death that W. took another wife named Alice on whom he begot

(pur Baldewin et Hawise) demanda la vewe, et ils A.D. 1337. furent oustez, pur ceo qen un altre bref qe fut porte vers eux &c., ils avoient la vew, le quel bref fut abatu par nountenure, et furent oustez.—*Trew.* dit pur eux qe la ou ils supposent par lour bref qe les tenementz furent donez a Thomas de Pyn et a Hawyse sa femme et a les heirs Thomas; la dioms nous qe les tenementz furent donez a Thomas et a Hawise et a les heirs Hawise, prest &c. Et alii e contra. Et pur Alice qe fut la femme Adam de Leek il demanda la vew; et habuit.

§ En ple de terre le tenant pleda en barre par fait le demandant fait a un tiel qi estat il avoit, a ceo qe *Rokel* dit, et mist avant le fait.—*Pole* pur le demandant, issist demparler et revynt.—*Rok.*, pur le tenant, mist avant fait dassigne S. et mustra coment il fut assigne celui a qui le fait se fist.—*Pole.* Sire, sur son ple il ne mist pas avant son fait, par quei il navendra pas a ore.—*HILLARY.* Il est venuz assez par temps, qar il lad mis avant ceo qe vous le chalangeastez: par quei il fut resceu &c. Quære hic, qar homme ad vew qe homme ad este resceu de pleder en barre com assigne sanz mustrer avant fait de assignement.

§ Robert le fitz Robert de Fangham<sup>1</sup> porta son bref vers Thomas Gay et Hawise sa femme et demanda certains tenementz &c.; et le bref voleit en les yeux ils nount entre si noun par W. pere R., qi heir il est &c., qe ceux lour lessa a terme qe passe est &c. Thomas fit defaute apres defaute, par quei Hawise pria de estre resceu, et fut resceu, et dit par *Stouf.* qe bien fut verite qe W. fut seisi en son demene com de fee, le quel W. avoit une femme Johane par noun de la quele il engendra un Walter, et cele Johane morust, apres qui mort celui W. prist une altre femme Alice par noun de la quele il engendra cesti Robert

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<sup>1</sup> I. Wauter Langham.

A.D. 1337. this Robert who now demands ; and said moreover that this W. died seised of those tenements in his demesne as of fee, after whose death one Walter his eldest son, to whom you are of the half blood, entered and enfeoffed us of the same tenements ; wherefore we demand judgment if you can have an action for those tenements. — *Trewith.* By your plea you traverse the lease and also the entry ; wherefore we will aver our writ &c. — *Stouford.* Our plea trenches higher up than to your writ ; for we go to foreclose you from an action by any kind of writ ; therefore you ought to answer this &c. — *Trewith.* I will aver that our father Walter leased those tenements to Thomas and Hawys for a term which has passed, and that they have continued such estate to the present day, ready &c. — *Parning.* By what you say you oust yourselves from an action ; for if they are in of the estate which they took then they have now only a term, and consequently the term is subsisting, for after the term they claim the fee &c. — *Trewith.* My meaning is that they have continued the possession, whether in respect of the term or after the term, without being out of possession. — *SCHARSHULLE.* Although that be so, you are not nearer to your recovery ; for although it were so that Walter the father leased the tenements to Thomas and Hawys for a term of years, nevertheless the fee and the right and the freehold remained in his person, and from him descended to Walter his son, and he could then by his charter or by his quitclaim make an estate to Thomas and Hawys of the fee and the right and the freehold ; whether you ought to answer to this—whether Walter the son was seised or not.—*Trewith.* Walter the son was not seised &c. And the other side said the contrary.

§ Note in an avowry it was said that a bailiff shall never have a return except he be the king's bailiff, where he avows in the right.

§ A Prioress brought a writ of Account against a man &c., and counted that he was her bailiff from such a

gore demande; et dit outre qe cesti W. morust seisi A.D. 1337. de ceux tenementz en son demene com de fee, apres qui mort un Walter son eigne fitz, a qi vous estes del demi saunk, entra et nous enfeffa de mesme les tenementz, par quei nous demandoms jugement si vous poetz de ceux tenementz accion aver.—*Trew.* [<sup>1</sup> Par vostre pleee vous estes a travers del lees et auxi al entre, par quei nous voloms averer nostre bref &c.—*Stouf.* Nostre pleee tranche plus haut qe a vostre bref; qar nous sums de vous forclore daccion par chesqun manere qe bref; par quei vous devez respondre a ceo &c.—*Trewith.* Jeo voil averer qe Walter nostre piere lessa ceux tenementz a Thomas et Hauwys a terme qe passe est, et qil ount tiel estat continue tanqe huy ceo jour &c., prest &c.—*Parn.* Par vostre dist vous oustes mesmes daccion, qar sil soient einz del estat qil pristrent, donques ne ount aore qe terme, et par consequent le terme dure; qar apres le terme il cleyment fee &c.—*Trewith.* Mon entendement est qil ount continue lour possessioun, quei du terme quei apres le terme, sanz estre hors.—*SHAR.* Tut soit il issint, vous nestes pas plus pres a vostre recoverir; qar tut soit il qe Walter le piere lessa les tenementz a Thomas et a Hauwys a terme des anz, nepurqant fee et dreit et franc tenement demora en sa persone, et de luy descendy a Walter son fitz; et il puist adonques par sa chartre ou par sa quiteclamance faire estat a Thomas et a Hauwys de fee et de dreit et de franc tenement; par quei vous devez respondre a ceo, le quel Walter le fitz fuist seisi ou noun.—*Trewith.* Walter le fitz ne fuist pas seisi &c.] Et alii e contra.

§ Nota, en un Avowerie fut dit qe baillif navera jammes retourn sil ne soit baillif le Roi, la ou il avowe en droit.

§ Une Prioressse porta bref dacompte vers un homme &c., et counta qil fut son baillif de tiel jour lan quint

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<sup>1</sup> The passage in brackets is from I. In T. the following speeches are not given.



A.D. 1337. day in the 5th year to such a day in the 11th year. The defendant said that she who is now plaintiff was not Prioress on the day of the purchase of the writ nor on the day when she supposes that he was her bailiff. And the Prioress was driven to maintain that he was her bailiff on the day of the date of her writ and since, as she had counted.

§ A man complained of the taking of 16 oxen. The defendant avowed the taking, for the reason that he is lord of a moiety of the vill of C. where the taking &c.; and he acknowledged the taking for one G. lord of the other moiety of the same vill: and said that the said plaintiff from day to day when he had loosed the said oxen from his plough in the vill of K., with a view to gain common to his freehold in K. in the freehold in C., whereas the vills do not intercommon, after so loosing the oxen, drove them into C. in the same place where he supposes the taking to have been made, and there pastured them, and he (the avowant) took them, and so he avows the taking for himself and acknowledges for the lord of the other moiety.—*Stouford*. The beasts for which he avows this taking are levant and couchant each day in the vill of C. where we have a freehold to which &c. common is appendant in the same places; wherefore we demand judgment and pray our damages.—*SCHARSHULLE*. If I have a homestall in one vill, and I have two carucates of land in another vill, and I till the land by the beasts levant and couchant in the vill where my residence is, and after loosing my beasts I put them on the common, the commoners of that vill shall not without my assent drive my beasts out of the common.—*STONORE*. Would it be a good reason, if I have three carucates of land in one vill to which common belongs and have a bovat of land to which common in an adjoining vill belongs, which vills do not intercommon, and I till the bovat of land with my beasts which are levant and couchant in the vill where my residence is, that thereby I should lose the common in the vill where I reside where I

tange a tiel jour lan xime. Le defendant dit qe ceste **A.D. 1337.**  
 qore est pleintif ne fut pas Prioressse jour de bref pur-  
 chace ne jour qe ele suppose qil fut son baillif: et la  
 Prioressse fut chace a meintenir qe jour de la date de son  
 bref et puis com ele avoit counte, il fut son baillif.

§ Un homme se pleint de la prise de xvi. beofs; le  
 defendant avowa la prise par la reson qil est seigneur de  
 la moite de la ville C. ou la prise &c., et conust mesme  
 la prise pur un G. seigneur del autre moite de mesme la  
 ville: le dit pleintif de jour en altre qant il avoit dis-  
 joint les dites boefs hors de sa carue en la ville de K. en  
 attreant comune a son franktenement en K. en le frank-  
 tenement en C. la ou les villes ne sentrecomument pas,  
 apres le disjoindre chacea les en C. en mesme le lieu  
 ou il suppose la prise estre faite, il illeokes les pust, et  
 il les prist, et issint avowe il la prise pur lui et conust  
 qe le seigneur de lautre moite.—*Stouf.* Les bestes pur  
 ceux il avowe ceste prise si sount levantz et cochantz  
 chescun jour en la ville de C. la ou nous avoms frank-  
 tenement a quel &c. comune est appendant en mesme les  
 lieux; par quei nous demandoms jugement et prioms nos  
 damages.—**SCHAR.** Si jeo ai une manauntie en une ville,  
 et jeo ey deux carues de terre en autre ville et jeo gayne  
 la terre par les bestes levantz et cochantz en la ville ou  
 ma demure est, apres le disjoindre des mes bestes jeo  
 les mette en la comune, les comuners de ceste ville ne  
 mettront mal gree de mien de chacer mes bestes hors de  
 comune.—**STONORE.** Serroit il beale resone si jeo ey iij.  
 carues de terre en une ville a quei comune est, et jeo ey  
 une bovee de terre a quele comune en un altre ville  
 joynant, les queles villes ne sentrecomument pas, qe jeo  
 gayne la bovee de terre des mes bestes levantz et  
 cochantz en la ville ou ma demoere est, qe pur ceo jeo  
 perdrai la comune en la ville ou jeo demoere ou  
 jay comune a plusurs bestes qe jeo nay en pos-

A.D. 1837. have common for more beasts than I possess if I had them?—*Trewith*. Put the case Sir also on the other hand, that you have only one bovaté of land in the vill where your dwelling is and where your beasts are levant and couchant, and that you have ten carucates of land in the adjoining vill, that by reason of the common appendant to the bovaté of land you shall have common &c. for all the beasts which you have to till all your land.—*SCHARSHULLE*. Sue out the Admeasurement of pasture. — *Trewith*. Admeasurement lies only between tenant and tenant of the vill; and if the lord who is tenant of the soil in which the common shall be taken cannot discharge his soil by distress, he is without recovery.—On another day, *Trewith* wished to have pleaded to the statement that he had common in the vill where the beasts were after the loosing &c. or that they were levant and couchant in the same vill. And because he had previously pleaded outright to the action, and on their plea they were adjourned from one day to another, he could not have any other answer; but *SCHARSHULLE* said that if one pleads to an action and does not demur to the whole, he shall afterwards get to give another answer; but you have held it pending a long time &c.; but because you have avowed the taking, for a cause which is not avowable, in the same place where the taking was made, where the plaintiff had his common &c. and his beasts were levant and couchant, the Court adjudges that he do recover his damages taxed by us at 40s. and that the takers be in mercy &c.

§ An assise of Novel disseisin was brought in the county of Hertford against Henry Pass; it was adjourned to the Bench: and the writ said "his freehold in A., B., C. and D.;" and he made his plaint for the manor of Pass, of which manor certain tenements in Etyngnam are parcel and put in view by the same writ, although Etyngnam was not named in the writ. The tenant came by bailiff and pleaded No tort. The assise was taken and the disseisin found, wherefore it was adjudged that the plaintiff

session si jeo les usse?—*Trew.* Gettez, Sire, auxint A.D. 1337. daltre part qe vous neietz fors qe une bovee de terre en la ville ou vostre damoere est et ou vos bestes sount levauntz et cochauntz, et vous eietz x. carues de terre en la ville joynaunt, qe par resone de la comune appendant a la bovee de terre vous averez comune &c. a toutz les bestes qe vous avez a gayner tut vostre terre.—SCH. Suez lamesurement de pasture.—*Trew.* Amesurement de pasture ne gist fors qe entre tenaunt et tenaunt de ville; et si le seignur qest tenant del soil en quel la comune serra prise ne purra deschargier son soil par destresse il est sanz recoverir. Ad aliam diem, *Trew.* voleit aver plede a ceo qil avoit comune en la ville ou les bestes furent apres le disjoindre &c. ou a ceo qils furent levantz et cochantz en mesme la ville; et pur ceo qil avoit plede avant al accion tut attrenche, et sur lour plee ils furent ajourne de jour en altre il ne poeit aver autre respons, mes SCH. dit qe si homme plede al accion et ne mie a tut demoert, il avendra apres a donier autre respons; mes vous avez lungement pendu &c.; mais pur ceo qe vous avez avowe la prise par cause qil nest pas avowable en mesme le lieu ou la prise fut faite la ou le pleintif avoit sa comune &c. et ses bestes furent levantz et cochantz, si agarde la court [qil] recovere ses damages taxez par nous a xl. souz et les pernours en la mercy &c.

§ Une assise de novele disseisine fut porte en le countee de Herfort vers Henri Pass; ajourne en Bank, et le bref voleit son franktenement en A., B., C., et D.; et fist sa plainte de manoir de Pass., de quel manoir certains tenementz en Etyngnam sount parcel et mis en vew a mesme le bref, coment qe Etyngnam ne fut pas nome en bref. Le tenant vynt par bailiff et pleda nulle tort; lassise pris et la disseisine trove, par quei agarde fut qe le pleintif recoverast le manoir de P.; issint il fut en seisine de chescune parcel de

A.D. 1337. should recover the manor of P.; so he was in seisin of every parcel of the manor of P., as well the tenements in Etyngnam the parcel which was not named in the writ as of the other tenements in A., B., C. and D.; wherefore he who lost by the assise, brought an assise of Novel Disseisin for the tenements in Etyngnam.—*Grene*. You ought not to have an assise; for heretofore we brought an assise of Novel Disseisin against you and we made the plaint for the manor of P., of which manor the tenements now put in view are parcel, and the same tenements were put in view in the first writ, where you pleaded to the assise, and the disseisin was found; wherefore it was adjudged that we should recover the manor &c.; and we pray judgment if in opposition to this you shall have the view of the same tenements, and if, in opposition to the judgment by which were covered against you, there ought to be assise upon assise. And the plaintiff denied one point of his bar, and thereby wished to have had the assise. And *Grene* said that the remainder of his plea is a sufficiently good bar, and this has been argued before you at Canterbury, namely that we should recover against you by judgment.—*Scor*. We hold that judgment to be of no other force than it would be if the assise had been taken by default.—*Grene*. I will still own the judgment is strong enough.—*Scor*. We have great regard to the fact that bailiff might have pleaded that parcel of the manor was in another vill which was not named in the writ, and if he had pleaded we should have inquired of the assise; if then we had found that parcel of the manor was in another vill not named in the writ, we should have abated the writ: and besides, if you were disseised of that parcel, although the assise were given to them now, still your action is saved; and if he be now forejudged of the assise, he is without recovery.—*Grene*. In a similar case Sir G. Scrope forejudged a man of the assise.—*Trewith*. If you give him the assise now, there is no diversity from the case where a man makes his plaint for a manor which is in ten villis and names

manoir de P. auxint bien des tenementz en Etyngnam A.D. 1337. parcel qe ne fut pas nome en bref com des autres tenementz en A., B., C., et D. ; par quei cesti qe perdi par assise porta une assise de novele disseisine de tenementz en E.—*Grene*. Vous ne devez assise avoir, qe autrefoithe nous portasmes une assise de novele disseisine vers vous meisme et feismes la plainte del manoir de P., de quel manoir les tenementz mis en vewe ore sont parcel, et mesme les tenementz furent mis en vewe al primer bref, ou vous pledastes al assise, et la disseisine trove ; par quei agarde fut qe nous recoverasmes le manoir &c. ; et demandoms jugement si encontre ceo qe vous avez la vewe de mesme les tenementz, et encontre le jugement par quel nous recoverismes devers vous assise sur assise deive estre. Et le pleintif dedit lun point de son barre, et par tant voldreit aver eu lassise. Et *Grene* dit qe le remenant de son plee est assez bon barre, et ceo ad este despute devant vous a Cant., saver qe nous recoverissons vers vous par jugement.—*Scot*. Nous tenoms cel jugement de nul altre force sil ne serroit si lassise uste este pris par defaute.—*Grene*. Jeo voil bien oncore le jugement est assez fort.—*Scot*. Nous avoms grant regard qe le baillif pout aver plede qe parcel de manoir fut en altre ville qe ne fut nome en le bref, et sil ust plede nous ussoms enquis del assise ; si donques nous ussoms trove qe parcel de manoir fut en autre ville qe ne fut nome en bref nous ussoms abatu le bref ; et ovesque ceo, si vous fustes disseisi de cele parcel, mesqe lassise fut done a eux ore, unqore vostre accion est salve, et sil soit ore forsjuge del assise, il est sanz recoverir.—*Grene*. En altiel cas Sir G. Scrop forsjuggea un homme dassise.—*Trew*. Si vous le donez lassise ore, il nad pas diversete la ou un homme fait sa plainte del manoir qest en x. villes et nome en son bref fors qe deux villes

A.D. 1337. in his writ only two villis &c., and a case where he makes his plaint for ten carucates of land in one vill, whereas there is only one carucate of land in the same vill, and he puts in view the ten carucates of land in another vill; then I say that in the case where a man makes his plaint for ten carucates of land in one vill whereas he was only disseised of one carucate of land in the same vill, and he puts in view land of which he was disseised in another vill, he can not recover more than the land which is in the vill named in the writ, so that the writ is good enough: and if you give him the assise now in this case you will make the law entirely equal. —And afterwards they were adjourned to Monday in the next third week of Lent.

Avowry by  
grant of  
services  
with attorn-  
ment of  
fealty with-  
out other  
seisin.

§ A bailiff of John Fraunceys avowed the taking to be good and rightful in the name of his lord who was the purchaser of certain services, and he laid the seisin of the services in the hand of him who granted the services to his lord, and said that the plaintiff attorned for his fealty; and for the other services he avowed the taking. The tenant said, Out of his fee, ready &c. The bailiff said Within his fee; and he prayed aid of his lord, and had it.

§ On the return of the Petit Cape against the woman, Schirbourne, attorney, came and said for the King, that the demandant was indicted before H. Perry for a certain felony; so that he was outlawed, and is so to this day, and because he is now at the bar, we pray on behalf of the King that he may be arrested.—SCOT related how a man once brought an assise before Justices at York, and the tenant pleaded that he was outlawed for a felony and had by forgetfulness left his charter at his inn, and he was immediately arraigned; and because the Chancery was at York he vouched the record of his charter in the Chancery; and if the Chancery had not been at York he would have gone on pilgrimage to Guaresmere.—And then the demandant withdrew from the bar, and one Richard who was the demandant's attorney held to the default.

&c., la ou il fait sa plainte de x. carues de terre en A.D. 1337. une ville la ou il ni ad qune carue de terre en mesme la ville, et mette en vewe les x. carues de terre en altre ville; donques die jeo.qen cas ou homme se pleint de x. carues de terre en une ville la ou il ne fut disseisi fors qe dune carue de terre en mesme la ville et mette en vewe terre de quele il fut disseisi en autre ville, il ne poet pas recoverir plus fors qe soulement la terre qest en la ville nome en bref, issint qe le bref est assetz bon; et si vous le donez lassise ore en ceo cas vous frez la ley tut owel. Et postea adjornantur qe usque in diem Lunæ proxima tertia-septimana Quadragesimæ. Et quære finem de Henrico Grene.

§ Un bailiff Johan Fraunceys conust la prise bone et dreiturele en le noun son seignur qe fut purchaceour de certains services, et lya la seisine de services en la mayn cesti qe granta les services a son seignur, et dit qe le plentif attourna de sa fealte; et pur les autres services il conust la prise. Le tenant dit, hors de son fee, prest &c.; le baillif, deynz son fee, et pria eide de son seignur, et habuit.

§ Le petit Cape retorne vers la femme, vynt Schirbourne attourne et dit pur le Roi qe le demandant fut endite devant H. Perry de certeine felonie, issint il fut utlaghe, et huy ceo jour est, et pur ceo qil est ore a la barre nous prioms qil soit arestu pur le Roi. Et SCOR counta coment un homme une foithe porta une assise vers Justices en Everwyk et le tenant pleda qil fut utlaghe pur felonie et avoit ublie sa chartre a a loustiel, et fut areigne meintenat; et pur ceo qe la Chauncellerie fut en E. il voucha record de sa chartre en la Chauncellerie; et si la Chancellerie nust este en E. il ust ale son pelerinage a Guaresmire: et donqe le demandant se retret de la barre, et un Ricard qe fut attourne le demandant se tynt a la defalte. — *Parn.*



A.D. 1337. — *Parning* alleged imprisonment for the woman, namely that she came to this vill on Sunday in Easter month (week ?) and was there on Monday and Tuesday ; and that on Wednesday as she was coming to the Court, by procurement of the demandant, some one raised the menée on the woman in E., so that she was taken and imprisoned until the Friday next ensuing, and that in the mesne time this default was entered, and he prayed judgment if &c.—And the attorney of the demandant offered to aver that she was at large in the hall on the day when the default was entered.—[*Parning*.] Nothing about the hall can be entered on the roll (intimating that the demandant's attorney should have said simply that she was at large).—*Trewith*. Where was he made attorney ?—And the attorney did not know where ; so he was nonsuited : so the demandant lost his writ : and nothing was done with the attorney.

§ In an assise of Mortdancester the points of the writ were found, and the Jurors told how the demandant was seised at his full age by render of his guardian, and that he had afterwards lost by an assise of Novel Disseisin ; and the Justices had no regard to this, but adjudged that the plaintiff should recover seisin of the land.

§ In a writ of Dower the tenant vouched the heir of the husband ; he entered into warranty as one who had nothing by descent in fee simple ; wherefore it was adjudged that the woman should recover against the heir if he had to the value by descent, and if not, that she should recover against the tenant.

§ Note that Simon Trewodeza would have discontinued a process in a writ of Wardship because the demandant had counted against the tenant in certain, and the tenant vouched over to warranty. In the summons to warrant there was put neither the name of the heir nor any certain quantity of land. The summons to warrant was now returned ; and the voucher and vouchee were agreed to discontinue the process. And the Court saw the mischief, that this was the collusion

allegea enprisonement pur la femme, saver qe ele fut A.D. 1337. venuz a ceste ville le demeigne en le mois de Pasche, et illeokes fut Lundy et Mardy, issint qe Merquerdi la quarte jour com ele vynt devers la court, par procurement le demandant, un leva le mene sur ceste femme en E. issint qe ele fut prise et enprisone tanqe le Vendredy prochein enseuant, issint qen le meen temps ceste defalte fut entre, et demanda jugement si &c. Et lattourne le demandant tendi daverer qele fut a large en la sale jour qe la defalte fut entre.—[*Parn.*] La sale ne poet pas estre en un roule; quasi diceret, il covendreit dire qele fut a large.—*Trew.* Ou fait attourne?—Et lattourne ne savoit ou, issint qil fut nounsuy; issint qe le demandant perdi son bref; et riens fut fait del attourne.

§ En assise de Mordancestre les pointz del bref furent trovez, et les Jurours counterent coment le demandant fut seisi a son plein age par rendre de son gardein, et qil avoit pus perdu par assise de novele disseisine; et les Justices ne pristrent nul regard a ceo, mes agarderent qe le pleintif recoverast seisine de terre.

§ En un bref de Dower le tenant voucha le heir le baron; il entra en la garrantie com celui qe riens avoit par discente en fee simple; pur quei fut agarde qe la femme recoverast vers le heir sil avoit a la value par discente, et si ne mie qe ele recoverast vers le tenant.

§ Nota qe Simoun Trewodeza voleit aver discontinue un proces en bref de garde pur ceo qe le demandant avoit counte vers le tenant en certain, et le tenant voucha outre a garrantie. En le "summone ad warrantizandum" il navoit pas noun del heir ne certeine quantite de terre mote. Le "summone ad warrantizandum" retourne a ore; le vouchour et le vouche furent dun assent daver discontinue le proces. Et la Court vist le meschef qe ceo fut la collusion le

A.D. 1337. of the tenant, and enticed the vouchee to say by what he would bind him to warranty.—*Stouford*. The voucher does not apprise me of this, but thinks that the Court has not power to give judgment on such a process.—SCH. If I were in this situation I would revouch.—And afterwards the Court would not allow the process to be discontinued, on account of the mischief. And I think the rolls were amended. So quære.

§ In a writ of Entry on a disseisin committed on his father, he made the descent from his father to himself.—*Asche*. Heretofore you brought a writ of Ael against us to recover &c., and made the descent to him whom you now suppose to be your father, and from your father to you; in which writ the same tenements now put in view were demanded; when we came and said that he whom you supposed to be your grandfather had a son William, older than your father, who entered after the death of your grandfather and died seised, which William had issue John, our father, who entered as son and heir on the same tenements after the death of W. and died seised, after whose death we were seised as son and heir; and we demand judgment if you who were issue of the younger brother ought to have an action against us who are heir of him who was the elder and the heir; and we demand judgment, inasmuch as by the writ of Ael which you brought you supposed that your father never had anything, if in this writ which supposes his seisin you ought to be answered.

§ In a writ of Account the plaintiff said that he (the defendant) was his bailiff in a certain place at a certain time, and had the care and administration of his goods, namely was receiver of his moneys by the hands of such an one.—*Gayneford*. He was not his receiver as you have counted &c.; and as to your statement that we were your bailiff &c. from such a time to such a time, we tell you that for the same time that we were &c. we ourselves in the presence of A. and B., auditors of our account deputed by you for that purpose, have fully

tenant, et entisa la vouche a dire par quei il lui A.D. 1337. voleit lier a la garrantie.—*Stouf.* Le voucher ne moi apprise pas de ceo, einz entend qe la Court nad pas power a doner jugement sur tiel proces.—*Sch.* Si jeo fusse en le cas, jeo vodrei revoucher.—Et puis la Court ne voleit pas soefrir le proces estre discontinue pur le meschief. Et credo qe les roules furent amendez. Ideo quære.

§ En un bref dentre sur disseisine fait a son pere, il fist la discente de son pere a lui.—*Asch.* Autrefoitz vous portastez un bref dael vers nous recoverir &c., et feistez la discente a cesti qe vous supposez ore estre vostre pere, et de vostre pere a vous, en quel bref mesme les tenementz ore mis en vew furent demandez, ou nous venismes et deismes qe celui qe vous supposez estre vostre ael avoit un fitz William eisne de vostre pere qe entra apres la mort vostre ael et morust seisi, le quel W. avoit issue Johan nostre pere qe entra com fitz et heir en mesme les tenementz apres la mort W. et morust seisi, apres qui mort sumes seisi com fitz et heir; et demandoms jugement si vous qe fustes issue le puisne frere vers nous qe sumes heir celui qe fut eisne et heir accion dussez avoir; et demandoms jugement, desicom par le bref dael qe vous portastes vous supposastes vostre pere qil navoit unqes riens, si a cesti bref qe suppose sa seisine devez estre respoundu.

§ En un bref dacompte le pleintif dit qil fut son baillif a certain lieu a certain temps, et avoit la cure et ladministracion des ses biens, saver resceivour de ses deners par my la mayn un tiel.—*Gain.* Il ne fut pas son resceivour &c. com vous avez counte &c.; et qant a ceo qe vous avez dit qe nous fumes vostre baillif &c. de tiel temps tanqa tiel temps, nous vous dioms qe de mesme le temps qe nous fumes &c., nous mesme en presence A. et B. auditours de nostre acompt par vous depute de ceo faire avoms pleinement acompte

A.D. 1337. accounted and given up our rolls and tallies, ready &c.—*Trewith*. They were not deputed by us.—*Gayneford*. That is not an answer without you answer to our statement that we have accounted.—*Trewith*. If they were not deputed by me and you have rendered an account to them you are not discharged as to me.—*SCHARSHULLE*. If they were not deputed by you, then he has not rendered an account; wherefore it behoves you to reply to the account rendered as well as to his statement that they were your deputies.—*Trewith*. He did not account to me or to any one deputed by me, ready &c.—*Gayneford*. We fully accounted to those who were deputed by you, ready &c.—And so to the country.

Entry. § Ralph Arnel brought a writ of Entry against one A. de B., and demanded certain tenements in Blytone.—*Gayneford*. We tell you that the manor of Kirketon is ancient demesne, of which manor Blytone and several other hamlets are parcel; and we tell you that King Henry, the grandfather &c., gave Blytone, parcel &c., to one C. formerly Bishop of Lincoln and to his successors in frankalmoigne, which C. made Blytone an annex to the prebend of Colyngham, so those tenements are ancient demesne pleadable in the court of Colyngham; judgment if to this writ which is at common law he ought to be received.—*Trewith*. You yourself have shown by your plea that the tenements are frank fee; for inasmuch as you have said that the King gave Blytone, whereof those tenements are parcel &c., you have proved that by the King's gift the tenements have become frank fee; and since you do not answer, we demand judgment and pray seisin of the land.—*Gayneford*. We have said that he gave the services of the same land; wherefore the services are frank fee and the tenements are ancient demesne.—*Trewith*. When the services of that parcel were granted &c. that parcel was severed from the manor and out of the fee of the same manor of Kirketone; so that in the court of Kirketone

et renduz sus noz roules et noz tailles, prest &c.—A.D. 1337.  
*Trew.* Nient deputes par nous.—*Gainer.* Ceo nest pas respons sanz respoudre a ceo qe nous avoms dit qe nous avoms acompte.—*Tr.* Si ceux ne furent deputez par moi, et vous ussez rendu acompte [a] eux, vous nestes pas descharge devers moi.—*SCH.* Si ceux ne furent deputez pur vous, donques nad il pas rendu acompte; par quei il vous covient de replier al acompte rendue com a ceo qil dit qils furent deputez.—*Trew.* Nient acompte a moi ne a nul depute par moi, prest &c.—*Gainer.* Pleinement acompte a ceux qe furent deputez par vous, prest &c.—Et sic ad patriam.

§ Ralf Arnel porta un bref dentre vers un A. de B. et demanda certains tenementz en Blytone.—*Gein.* Nous vous dioms qe le manoir de Kirketone est auncien demene, de quel manoir Blytone et plusurs autres hamelles sont parcellle, et vous dioms qe le Roi Henri lael &c. dona Blitone parcel &c. a un C. jadis Evesqe de Nicole et a ses successours en frank almoigne, le quel C. fist Blytone annex al provendre de Colyng-ham, issint sont ceux tenementz auncien demene pledable en la court de Colingham; jugement si a cesti bref qest a la comune ley deive estre resceu.—*Tr.* Vous mesme avez moustre par vostre plee les tenementz estre frank fee; qar en tant qe vous avez dit qe le Roi dona Blytone dount ceux tenementz sont parcellle &c., vous avez prove qe par doun le Roi les tenementz sont divenuz fraunk fee; et desicome vous ne responez pas nous demandoms jugement et prioms seisine de terre.—*Gain.* Nous avoms dit qil dona les services de mesme la terre; par quei les services sont frank fee et les tenementz auncien demene.—*Tr.* Qant les services de cele parcellle furent grantez &c. cel parcel fut severe del manoir et hors de fee de mesme le manoir de Kirketone, issint qen la court de Kirketone riens de cele parcel

A.D. 1337. nothing of that parcel can be pleaded; nor in Colynggham can it be pleaded, for nothing that the prebendary can do could make what was parcel of Kirketone to be parcel of Colynggham; for the King can never say in his writ "do full right according to the custom of the manor of Colynggham concerning tenements in Blytone;" wherefore, since we cannot have our recovery except here, we pray that we may be answered here, and that the tenements may be held to be frank fee. — *ALDEBURGH*. If a lord grant the moiety of his manor, which is of the ancient demesne, to another, and the tenants attorn, shall not he to whom the moiety is granted have a court for his tenants? (intimating the affirmative). — *Trewith*. If a lord grant the services of one of his tenants who is of the ancient demesne to another, the necessity of the law makes the tenements whence the rent issues to be frank fee; for in the court of him who was his lord he can never be impleaded, because the tenements are now out of his fee; nor can he be impleaded in the court of him to whom the services were granted for he cannot have a court consisting of one tenant. — *Parning*. If a lord grant the services of several tenants in ancient demesne to a stranger, and he sue the "per quæ servitia" against them, and they attorn by the fine, then are they become frank fee. — *Pole*. That is not to be wondered at; for inasmuch as he who should be their lord sues against them by the "per quæ servitia," by his suit he makes the tenements to be frank fee.

Mesne.

§ One A. brought his writ of Mesne against C., and supposed that he was distreined by two persons for services of which he ought to acquit him. — *Gaynesford*. Judgment of the writ; for whereas it supposes that he is distreined by such-an-one and such-an-one, supposing them to be alive, we tell you that one of them is dead &c. — *Kelshulle*. He is no party to our writ; wherefore the death of him who is not a party to our writ can not abate it; and on the other hand my writ is and my

poet estre plede, nen Colyngham ne put il estre A.D. 1337. plede, qe nul fait qe le provendre poeit faire ferroit ceo qe fut parcel de Kirketone estre parcel de Colyng- ham, qe le Roi ne poet jammes dire en son bref, "plenum rectum teneas secundum consuetudinem" "manerii de Colyngham de tenementis in Blytone," par quei de pus qe nous ne poemes aver nostre re- coverir fors qe cy, nous prioms qe nous soiemes ceynz responduz, et qe les tenementz soient tenuz com. frank fee.—*ALD.* Si un seigneur graunte la moite de son manoir, qest dauncien demene, a un altre, les tenantz attournent, navera mie cesti a qui la moite est grante court de ses tenantz? quasi diceret sic.—*Trew.* Si un seigneur graunte les services de un son tenant qest del auncien demene a un altre, necessite de lei fait les tenementz dount la rente est issant estre frank fee; qen la court celui qe fut son seigneur ne poet il jammes estre emplede, pur ceo qe les tenementz hors sount ore de son fee; ne il poet estre emplede en la court celi a qui les services furent grantez, qe il ne poet aver court dun tenant.—*Parn.* Si un seigneur grante les services de plusurs tenantz en auncien de- mene a un estrange, et il sue le "per quæ servitia" vers eux, et eux attournent par la fin, donques sunt les devenuz frank fee.—*Pole.* Ceo nest pas merveille; qar en tant com cesti qe dust estre lour seigneur sue vers eux par le "quæ servitia," par sa seute il fait les tenementz frank fee.

§ Un A. porta son bref de Meen vers C. et supposa qil fut destreint par deux pur services des ceux il lui dust acquiter.—*Gainer.* Jugement de bref; qe la ou il suppose qil est destreint par un tiel et un tiel en supposant la vie de ceux, nous vous dioms qe lun de ceux est mort &c.—*Kell.* Cesti nest partie a nostre bref, par quei la mort celui qe nest pas partie a nostre bref ne poet pas abatre le; et dautrepart mon bref et



A.D. 1837. action is that I am distreined by your default, and to this you answer nothing &c.—And the writ was adjudged to be good.—Afterwards *Gayneford* said that he could not deny the acquittance, but that he (the plaintiff) was not distreined by his default, ready &c.—And the other side said the contrary.

§ Note that *Gayneford* made an avowry for several services, and the tenant made protestation that he did not admit that the tenements were holden of him by such services, and said that the place where the taking was made was out of his fee. And he was not received to that; and he abandoned his protestation and offered the averment as to the remainder, and he was received thereto.

Formedon. § Three parceners brought their writ of Formedon against one of themselves by a different name being the name of a tenant of one of the demandants, returnable at a certain day: at which day the demandants were essoined, and the tenant was essoined; and they had a day over; at which day the tenant appeared, and two of the demandants came and the third came not in his character of demandant; wherefore the summons “ad sequendum simul” issued returnable now: the tenant was essoined, and he himself being one of the demandants came by attorney.—*Gayneford* came to the bar, for the two demandants, and challenged the essoin because he had an attorney in the plea.—It was found that he had an attorney in his character of demandant.—*Malm.* and *ALDEBURGH* said that they themselves had sued against him the writ “ad sequendum simul” with them, so that at their suit he was driven to sue, and that he came, so that one can not forbid him to make an attorney for himself to sue, if he pleases.—*Gayneford*. Then one will have in such a case process ad infinitum; for at another day, whereas he is now here by attorney, he will be essoined, and whereas he

maccion est qe jeo suy destreint par vostre defalte, et A.D. 1337. a ceo ne responez nient &c. Et le bref agarde bon. Puis *Gainer* dit qil ne poet dedire lacquittance, mes il ne fut pas destreint par sa defalte, prest &c. Et alii e contra.

§ Nota qe *Gayn.* fist une avowerie pur plusurs services, et le tenant fist protestacion qil ne conust pas qe les tenementz furent tenuz de lui par tiels services, et dit qe le lieu ou la prise fut faite fut hors de soun fee: et ne fut pas resceu: et lessa la protestacion et tendi laverement del remenant, et fut resceu.

§ Trois parceners porterent lour bref de fourme doun vers un de eux mesme nome par autre noun la ou il fut tenant un des demandantz, retournable a certain jour; a quel jour les demandantz furent essones et le tenant essone, et avoient jour outre; a quel jour le tenant apparust, et les deux demandantz vindrent et le tierz ne vint pas, la ou il fut demandant; par quei le "sumnone ad sequendum simul" issist retornable a ore; le tenant est essone, et il mesme la ou il est un des demandantz par attourne. — *Gainer* vynt a la barre pur les deux demandantz et chalengea lessone pur ceo qil avoit attourne en le ple. Trove fut qil avoit attourne la ou il fut demandant. — *Malm.* et *ALD.* disoient qils mesme avoient suy bref devers lui ad sequendum simul ov eux, issint qe par lour seute il fut chace de suir, et est venuz, issint qe homme ne lui poet veier a faire attourne pur lui de suir sil voille. — *Gain.* Donqe avera homme en tiel cas proces infinit; qe a un autre jour la ou il est ore par attourne il serra essone, et la ou il est ore essone

A.D. 1837. is now essoined he will appear, which will be mischievous. And he said that the attorney was made in deceit of the Court; for in his character of demandant he appeared by attorney against himself who was tenant, and it would be against reason and common right to recover against himself.—And notwithstanding all this, the essoin was adjudged and adjourned.

Right. § In a writ of Right, after the mise was joined, *Gayneford* came to the bar and said that he who brought the writ of Right was himself tenant of the same land, and that one A. had brought a writ against him returnable at the Quizein of St. Martin, and that the mise was now joined by collusion to abate the writ now brought against him, and he prayed that the Court would ordain some remedy for this.—SCHARSHULLE. For whom do you speak?—*Gayneford*. Sir, for him who has his writ pending here against him who has joined the mise.—SCHARSHULLE. It will not be injurious to him, for he will have recovery notwithstanding the final judgment in the writ of Right which supposes that he was out of the land before the recovery; for on the day of the purchase of his writ he was [out] of the land demanded against him, and before and afterwards, because he is a stranger to the judgment.—At the first *Gayneford* challenged, because the sheriff returned that he had not made the Tolt.—SCHARSHULLE. Did not the sheriff make the Tolt when he sent us the writ? And we are seised of the plea: the process shall never abate before us.

Mortdancer. § In an assise of Mortdancester the tenant said that the demandant was seised since the death of the ancestor &c.; judgment &c.—*Gayneford*. C. your father brought a writ “ad terminum qui preteriit” against us and recovered by default; and the seisin which you allege was between the lease by your ancestor and his recovery; judgment if our writ be not sufficiently good.—*Parning*. You have admitted that you lost by default &c., in which

il apparera, qe serra meschief. Et dit qe lattourne A.D. 1337. fut fait en disceite de la court; qar la ou il fut demandant il fut par attourne et devers lui mesme qe fut tenant, et ceo serroit encountre resone et comune droit a recoverir vers lui mesme. Et nient countre-steant tut ceo, lessone fut ajugge et ajourne.

§ En un bref de droit apres la mise joynt *Gain.* vynt a la barre et dist qe cesti qe porte le bref de droit fut mesme tenant de mesme la terre, et qun A. avoit porte un bref devers lui retournable a la Quinzeine de Seynt Martin, et pur abatre le bref qest ore porte vers lui si est ore la mise joint par collusion, et pria qe la Court de ceo voleit ordeiner remedie.—SCH. Pur qui parlez vous?—*Gayn.* Sire, pur cesti qad son bref pendant ceynz vers celui qad joint la mise.—SCH. Pur celui nest il pas meschief, qe il avera bien nient contresteaunt le jugement final en le bref de droit quel suppose qil fut hors de la terre avant le recoverir; qar jour de son bref purchace il fut [hors] de la terre vers lui demande, et devant et apres, pur ceo qil est estrange al jugement adeprimes.—*Gain.* chalengea, pur ceo qe le viconte manda qil navoit pas fait la toulte.—SCH. La viconte ne fit il unques la tolt<sup>1</sup> qant il nous ad mande bref? et nous sumes seisi de plee, le proces nabatera jammes devant nous.

§ En assise de Mordancestre le tenant dit qe le demandant fut seisi pus la mort launcestre &c., jugement &c.—*Gain.* C. vostre pere porte un bref "ad terminum qui preterit" vers nous et recoveri par defalte, et le seisine qe vous alleggez fut entre le lees vostre auncestre et son recoverir, jugement si nostre bref ne soit assetz bon.—*Par.* Vous avez conu qe vous

<sup>1</sup> MS. tort. A later hand has written "toit" above it.

A.D. 1837. case you are put to your writ of Right; judgment of this writ.

**Formedon.** § A writ of Formedon was brought against W. Thatenham who made default after default. One T. came and said that the same W. held by his lease for the term of his life, and prayed to be received &c.—*Trewith*. Sir, you see clearly how he prays &c. by reason that W. holds of him by his lease: we say that he himself, pending this writ, brought a “scire facias” against that same W., supposing that the same W. had abated after the death of the tenant; process was continued until execution was awarded; and we pray judgment if in opposition to your own supposal, which is of record, you shall now get to say that he held by lease from you on the day of the purchase of the writ.—*Stouford*. Sir, you see clearly that the cause which maintains our prayer is that he held by lease from us; and this is not denied by them; and what they allege is nothing but an user of a writ to which they make themselves total strangers; and we do not think, since we are willing to aver the cause of our prayer, that by such a plea, which does not lie in their mouth, he ought to oust us of our prayer.—*Parning*. If you bring your writ against me and admit a thing which abates your writ, you shall never be received to say the contrary: so I say in the present case, that the user of your writ is as much of record as your admission would be.—**SCHARSHULLE**. Neither the user of a writ nor an admission is of such record that one can not well enough suppose the reverse, unless judgment has been given on the point; and yet the plea does not lie in the mouth of a stranger.—*Trewith*. Sir, you say that the writ ought to be affirmed by judgment, and we have said that it was so, for it was adjudged that he should recover and should have execution; so that writ was affirmed by judgment; and as to your statement that the plea does not lie in my mouth because I am a stranger, it seems to me that it does; for suppose that you bring your writ

perdistes par defalte &c., en quel cas vous estis mis A.D. 1337. a vostre bref de droit; jugement de ceo bref.

§ Un bref de fourme doun porte vers W. Thatenham qe fist defalte apres defalte: survynt un T. et dit qe mesme celui W. tynt de son lees a terme de sa vie, et prie destre resceu &c.—*Trew.* Sire, vous veez bien coment il prie &c. par cause qe W. tynt de lui de son lees; vous dioms qil mesme pendant cesti bref porta un "scire facias" vers mesme celui W., en supposant qe mesme celui W. fut abatu apres la mort le tenant; proces tant continue qe execucion fut agarde; et demandoms jugement si encontre vostre supposer demene, qest de record, avendrez ore a dire qil tint de vostre lees jour de bref purchace.—*Stouf.* Sire, vous veiez bien la cause qe meyntint nostre priere est qil tint de nostre lees, et ceo nest pas dedit de eux; et ceo qil allegge ceo nest forsque un user de bref a quel ils se funt tut estrange; et nentendoms pas, de pus qe nous voloms averer la cause de nostre priere, qe par tiel plee qe ne gist pas en sa bouche de nostre prier nous doit il ouster.—*Parn.* Si vous portez vostre bref devers moi et vous conusez chose qe abate vostre bref, vous ne serrez jammes resceu a dire le contrarie; auxint die jeo par de cea, auxint bien est il de record le user de vostre bref com serroit vostre conisance.—*Sch.* User de bref ne conisance nest pas de tiel record qe homme ne poet assez bien supposer le revers sanz ceo qil ni ad jugement rendu sur le point; et unqore le plee ne gist pas en bouche destrange.—*Trew.* Sire, ceo qe vous dites qe le bref covient estre afferme par jugement, a cella avoms dit, qe agarde fut qil recove-rast et averoit execucion, issint cesti bref afferme par jugement; et ceo qe vous dites qe le plee ne gist mie en ma bouche pur ceo qe jeo suy estrange, il moi semble qe cy; qar jeo pose qe vous portez vostre bref

A.D. 1337. against me &c., and I allege a fine to which your ancestor was a privy, which is contrary to what you suppose by your writ, you shall never get to maintain your writ in opposition to the fine, notwithstanding I am a stranger to the fine.—SCHARSHULLE. That is no wonder; for this plea is between the demandant and the tenant, and the law in such case favours the tenant, for the maintenance of his tenancy. — *Trewith*. Sir, just as naturally as the plea would lie for the tenant &c., so it lies in the mouth of the demandant to have exception, and particularly where I should be made tenant if he had not come.—At another day *Trewith* rehearsed that the same W. brought his “scire facias” against the same W. de Thatenham and supposed the remainder to be limited to his wife and to John de Horneby, and so supposed that he had nothing in the reversion or in the freehold, and that the other was nothing but an abater and was not in by his lease; judgment if to such an averment &c. — SCHARSHULLE. He has told you that you are a stranger, wherefore you ought not to have advantage of such record.—*Trewith*. Suppose that you lease land to a man for the term of his life, and then by fine you grant the same tenements to him in fee simple, and I bring my writ against him, and he makes default, and you pray to be received, I shall have a good plea to say that you yourself granted by fine &c., and I shall well enjoy the plea, and you shall not get to aver that he holds for term of life, although I am a stranger.—SCHARSHULLE. The cases are different; for in this case it may be that he holds of him for term of life, notwithstanding the user &c., and in the case which you put the reversion is defeated, wherefore &c.—STONORE. You have brought your writ against him as against a tenant, and you yourself allege that those tenements were recovered against him, so that the law does not understand that he is afterwards tenant nor does the law adjudge him to be tenant. If you demur on such a point your writ is on the point of being quashed, therefore I advise you to

devers moi &c., et jeo allegge un fin a quel vostre A.D. 1337. auncestre fut prive, qest a contrare de ceo qe vous supposez par vostre bref, vous navendrez jammes a meyntenir vostre bref encontre le fin, nient contresteaunt qe jeo suy estrange a la fyn.—SCH. Il nest pas merveille, qe ceo plee est entre le demandant et le tenant, et la lei est favorable en tiel cas pur le tenant pur meynenance de sa tenance.—*Trew.* Sire, auxint naturelement qe le plee girroit pur le tenant &c., auxint gist il en bouche le demandant pur aver excepcion, et nomement la ou jeo serrai fait tenant si sa venue ne fusse.—*Ad alium diem Trew.* rehercea qe mesme celi W. porta son "scire facias" vers mesme cesti William de Thathenham et supposa le remeindre estre taille a sa femme et a Johan de Horneby; issint supposa il qil navoit rienz en la reversion nen la franktenement, et qe lautre ne fut mes auxi com abatour et nient de son lees, jugement si a tiel averement &c.—SCH. Il vous ad dit qe vous estez estrange, par quei ne devez enjoyer tiel record.—*Trew.* Posoms qe vous lessez terre a un homme a terme de sa vie, et pus par fyn vous lui grantez mesme les tenementz en fee simple, et jeo porte mon bref vers lui, il fait defalte, et vous voldrez estre resceu, jeo averai bon plee a dire qe vous mesme grauntastez par fin &c., jeo enjoiera bien le plee, et vous navendrez mie daverer qil tint a terme de vie, tut sui jeo estrange.—SCH. Les cas sont divers; qar en ceo cas il poet estre qil tint de lui a terme de vie nient contresteant le user &c., et en cas ou vous mettez la reversion est defaite, par quei &c.—*STONORE.* Vous avez porte vostre bref devers lui com devers tenant, et vous mesme alleggez qe ceux tenementz furent recoveriz devers lui, issint la ley nentent pas qil est apres tenant, ne la ley lui ajugge com tenant. Si vous demurez sur tiel point vostre bref est en point de quasser, par quei jeo loe



A.D. 1337. take care.—*Parving*. Deliver us from him who disturbs our judgment, and we will say to the Court sufficient to maintain our writ.

§ A man avowed for certain services issuing from a bo-vate of land.—*Trewith*. We tell you that one G. de C. was seised of that bo-vate of land and of other lands, and that he had issue one son T., and three daughters A. B. & C. T. died without heir; after whose death the tenements descended to A. B. & C., between whom partition was made, so that those services were allotted as the purparty of A. From A. issued E. From B. issued F., and from C. issued G. And other tenements were allotted as the purparty of B., and that bo-vate was allotted to C. From G. issued L. and M. From L., because she died without heir of her body, the bo-vate of land descended to M. as sister and heir; from M. issued the present plaintiff. And he made a similar descent from A. to the present avowant, and said, So we are your parceners, judgment if parcener upon parcener &c.—*Asshe*. We tell you that we and our ancestors, and those whose estate in the seignory we have, have been seised of the aforesaid services by the hands of the tenant and of his ancestors and of those whose estate he has from time whereof memory runs not &c.; and we demand judgment if our avowry be not sufficiently good.—*HILLARY*. You must answer to the parcenary.—*Asshe*. I have taken to myself as high a title in this avowry as I should do in a Quo Warranto against the King; wherefore it seems that I have no need to answer to the parcenary of a later date.—*Gayneford* (ad idem.) If a seignory descend to two parceners, and one parcener purchase the demesne whence the services ought to be issuing, he shall hold of the other, in spite of himself.—And notwithstanding, the Court considered that he must answer to the parcenary.—*Asshe*. We tell you that C. was not the sister of T., ready &c.—*Trew*. That is not a plea without traversing the parcenary altogether.—*Asshe*. If we were vouched as cousin and

qe vous soiez avise.—*Par.* Oustez nous de celui qe A.D. 1337. destourbe nostre jugement, et nous dirroms assetz a la court pur maintenir nostre bref.

§ Un homme avowa pur certainz services issantz dune bovee de terre.—*Tr.* Nous vous dioms qun G. de C. fut seisi de cele bovee de terre et des autres terres, quel avoit issue un fitz T. et trois filles A. B. & C. T. devia sanz heir, apres qui mort les tenementz descendirent a A. B. et C., entre qeux la purpartie se fist, issint qe ceux services furent allotez a la purpartie A. De A. issist E., de B. issist F.; de C. issist G. Et autres tenementz a la purpartie B., et cele bovee a C.: de G. isserunt L. et M.; de L. pur ceo qe ele morust sanz heir de son corps, descendi la bovee de terre a M. com a soer et heir; de M. issist cesti qe ore se pleint; et fist altiel discente de A. a mesme cesti qe ore avowe, et dit issint sumes vos parceneres, jugement si parcener sur parcener &c.—*Ash.* Nous vous dioms qe nous et noz auncestres et ceux qui estat nous avoms en la seigneurie avoms este seisiz de services avantdites par my la mayn le tenant et ses auncestres et ceux qi estat il ad de temps dont memorie ne court; et demandoms jugement si nostre avowerie ne soit assez bon.—*HILLARY.* Il vous covient respondre a la parcenerie.—*Assh.* Jeo mai pris auxint haut title en ceste avowerie com jeo ferroi en un Quo Warranto vers le Roi; par quei il semble qe a la parcenerie de temps pusne ney jeo mester a respondre.—*Gain.* ad idem. Si une seigneurie descend a deux parceners, et la une parcener purchase le demene dount les services deivont estre issantz, il tendra de lautre, mal gree le soen. Et nient contrestean &c. avys fut a la court qil co-vendreit respondre a la parcenerie.—*Assh.* Nous vous dioms qe C. ne fut pas soer T., prest &c.—*Trew.* Ceo nest pas plee sanz traverser la parcenerie en tut.—

A.D. 1337. heir of T., and they showed how we were cousin, it would be sufficient for us to disprove that we were cousin in the same degree as he had supposed.—*Trew*. The cause for which we are to oust you from this avowry is the parcenary; then you shall not be received to plead to a point which does not disprove the parcenary; for it may be that you are our parcener in another manner; wherefore &c.—*Asshe* offered to aver that he held nothing in parcenary.—*Trewith*. That is no answer: for if the partition had been made and you had aliened your purparty, that does not disprove that you are our parcener, nor does it maintain your seignory, for it is your own act.—*Asshe*. The said T. was not our ancestor, ready &c.—*Trewith*. That is not an answer if you will not say that T. was not our common ancestor.—*Asshe*. If he was not our ancestor he was not our common ancestor; and whether he was our ancestor or not it is not for me to plead or admit.—There is a similar case in Easter term in the 13th year.

Account. § A man brought a writ of Account against another saying that he was his receiver to the amount of 200 marks, and assigned the receipts by the hand of such an one.—*Trewith*. We make protestation that we do not admit the receipt of so much &c.; and we say that he put down 40 marks and we put down other 40 marks to make the purchase of the vesture of a wood, and we bought it, and he sold part and received the money for it, and we sold part and received the money for it; so he can have a writ "ad communem utilitatem;" judgment of the writ.—*Pole*. We have brought our writ saying that he was our receiver by the hand of such an one, and what he pleads is nothing to our action; wherefore we demand judgment.—*HILLARY*. Answer to the receipt which he has surmised by you.—*Trewith*. We received the money as we have supposed, and not as their writ supposes, ready &c.—*Gayneford* said that nothing should be entered on the roll except only that he was not

*Assh.* Si nous fussoms vouche com cosin et heir T., et A.D. 1337. il mustrent coment cosin, il nous suffreit a disprover qe nous ne sumes cosin par mesme le degree com il avoit suppose.—*Tr.* La cause pur quei nous sumes de vous oustier de ceste avowere si est la parcenerie; donqe a pleder al point qe ne desprove pas la parcenerie vous ne serrez resceu; qar il poet estre qe vous estez nostre parcenere par autre manere; par quei &c.—*Assh.* tendi daverer qil ne tynt riens en parcenerie.—*Trew.* Ceo nest pas respons; qar si la purpartie fut faite et vous ussez aliene vostre purpartie, ceo ne desprove pas qe vous nestez nostre parcenere, ne ceo ne meyntiegne pas vostre seigneurie, qar cest vostre fait demene.—*Assh.* Mesme celi T. ne fut pas nostre auncestre, prest &c.—*Trew.* Ceo nest pas respons si vous ne voilliez dire qe T. ne fut nostre comune auncestre.—*Assh.* Sil ne fut pas nostre auncestre, il ne fut pas comune auncestre a nous, et le quel il fut nostre auncestre on noun ceo nest pas a moi a pleder ne a conustre.—*Simile Paschæ xiii.*

§ Un homme porta un bref dacompte vers un autre qil fut son resceivour de cc. marcz, et assigna les resseites par my la mayn un tiel.—*Tr.* Nous fasoms protestacion qe nous ne conisoms pas la resceite de tant &c.; et vous dioms qil mist xl. marcz, et nous mesme altres xl. marcz, pur faire une achat de la vesture dun boys, issint qe nous lachatames, et il vendi partie et resseust les deners, et vendismes partie et ressumes les deners; issint poet il aver bref ad communem utilitatem; jugement de bref.—*Pole.* Nous avoms porte nostre bref qil fut nostre resceivour par my la meyn un tiel, et ceo qil plede nest riens a nostre accion, par quei nous demandoms jugement.—*HILLARY.* Respondez a la resceite quele il vous ad surmys.—*Trew.* Nous resceumes les deners com nous avoms suppose, et ne mie com lour bref suppose, prest &c.—*Gain.* dit qe rien ne serroit entre en roule fors qe soulement

A.D. 1337. receiver of his moneys.—And the Court said that all should be entered on the roll.—And so it was : and they went to judgment.

Dower.     § A writ of Dower “unde nihil habet” was brought, and the demand was for a moiety of 200 acres of land and 86s. of rent and of stallage in the market of E.—*Trew.* Judgment of this demand ; for you see clearly how he makes his demand of 86s. of rent which phrase is not a term of law in a demand of dower or in a plaint of assise ; wherefore &c.—This objection was not allowed.—*Trewith.* Still, judgment of this demand ; for stallage is a royal franchise annexed to the Crown &c., and of which a woman shall not be endowed except where the husband had it heritably, and that by gift from the King, and then it would be necessary for her to make her demand by the description of a certain part ; wherefore &c.—*Gayneford.* All the demand &c. is in gavelkind, where women are endowed of a moiety, without this that it is in chivalry ; wherefore our demand is good enough.—*Trewith.* Still, judgment of this demand ; for although she should be endowed of a moiety it would be proper for her to make her demand for a moiety of the profits arising from the stallage, and this she has not done ; judgment &c.—SCHARSCHULLE. The profits are the stallage, and e converso ; therefore the demand is sufficiently good.—*Trewith.* We demand the view.—*Gayneford.* You ought not to have the view ; for in the same writ you had the view.—*Trewith.* No writ issued to take the view ; wherefore you can not say that he had the view.—*Gayneford.* After the view was demanded you were essoined, thereby allowing that the view was had.—And he did not have the view.

Debt.     § A writ of Debt was brought against the Prior of Drax and two other persons executors of the testament of A. de B. and the plaintiff counted that he himself had leased a sheepfold to A. their testator for his life, yielding

qil ne fut pas resceivour de ses deners: et la court A.D. 1337. dit qe tut serroit entre en roule; et sic fuit; et ad judicium.

§ Un bref de dower fut porte "unde nihil habet" et la demande fut faite "de medietate cc. acrarum " terræ et octoginta et sex solidorum redditus et stallagii " in mercatu de E."—*Trew.* Jugement de ceste demande, qar vous veez bien coment il fait sa demande de octoginta et sex solidis redditus, quele paroule nest pas terme de ley en demande de dower ne n pleinte dasise, par quei &c. Et non allocatur.—*Trew.* Uncore jugement de ceste demande, qar stallage est une franchise reale annexe a la couroune &c., et de quei femme ne serra pas dowe sil ne soit en cas qe le baron avoit enheritement, et ceo par fait le Roi, et donques coven dreit il faire sa demande par noun de certaine partie, par quei &c.—*Gain.* Tote la demande &c. est en Gavelkynd la ou femmes serront dower de moyte sanz ceo qil soit de chivalrie, par quei nostre demande est assez bone.—*Trew.* Unqore jugement de ceste demande; qar mesqe ele serroit dowe de moyte il covendrait faire sa demande de moite de les profitz purveauntz del stallage, et ceo nad ele pas fait, jugement &c.—*SCH.* Les profitz sont lestage, et e converso; par quei la demande est assez bone.—*Trew.* Nous demandoms la vewe.—*Gain.* La vewe ne devez aver, qe a mesme le bref vous aviez la vewe.—*Trew.* Nul bref issist de faire la vewe, par quei vous ne poez dire qil avoit la vewe.—*Gain.* Apres la vewe demande vous fustes essone, en acceptant la vewe estre fait &c. Et non habuit.

§ Bref de Dette fut porte vers le Priour de Drax et autres deux executores testamenti A. de B., et counta qil mesme avoit lesse une bercherie a A. lour testatour

A.D. 1337. to him and his heirs 10s. by the year, which 10s. were in arrear for ten years in his lifetime; and that he often came to the said A. in his lifetime and prayed him to pay the said money, but he would not pay; wherefore after A.'s death he came to these as his executors and prayed them &c. The Prior &c. said that on a certain day &c. in the 8th year of the present King the said A. their testator surrendered his estate to him who now brings the writ, in the presence of E., B., and F., and that he received it; and as to the time before the surrender, he released to our testator all manner of actions real and personal; judgment if, in opposition to his deed, which is here, and his acceptance of the surrender by our testator, he can maintain this writ.—*Trewith.* The Prior administered, ready &c.; and as to the surrender, he did not accept it, ready &c.

Dower. § A man and his wife brought a writ of Dower "unde nihil habet" of certain tenements in A., and made the demand for the third part of 20 acres of land.—*Pole*, for the tenant. The wife was sole on the day of the purchase of the writ.—And he was ousted from that exception. Quære how.—*Pole*. There is a like writ pending here for the same tenements for the woman as sole, and this writ was purchased pending the other; judgment of this writ.—*Parning*. In the writ which you suppose to be pending there is no demand made; wherefore you can not say that for the same tenements there is a writ pending &c.—*STONORE*. This writ is between the same parties and for tenements in the same vill; so the Court can not understand but that it is for the same land; wherefore the Court adjudges that you take nothing by your writ.

§ A. J. and O., executors of the testament of G., sued an execution against one J. de B. out of a recognizance made by the said J. to their testator; where the sheriff answered that the said J. de B. was dead; wherefore they

pur terme de vie rendant a lui et a ses heirs x. souz A.D. 1337. par an, le queux x. souz furent arrere par x. aunz en sa vie; il vynt sovent al avantdit A. en sa vie et lui pria qil paya les deners avantdits, il payer ne voleit; par quei apres la mort il vynt a mesme ceux com executours et les pria &c. Le Priour &c. disoient qe certain jour &c. lan vuitisme le Roi qe ore est, cesti A. lour testatour rendi sus son estat a mesme cesti qe porte le bref en la presence E., B., F., et il la resseust; et qant al temps devant le rendre il relessa a nostre testatour tote manere dacciouns reales et personeles; jugement si encontre son fait qe cy est et son resceit par le rendre nostre testatour puisse il cesti bref meyntenir. — *Trew.* Le Priour administra, prest &c.; et qant al rendre, il ne resseust pas, prest &c.

§ Un homme et sa femme porterent le bref de dower "unde nihil habet" des certains tenementz en A., et firent la demande de la terce partie de xx. acres de terre. — *Pole.* Jour de cesti bref purchace la femme fut sole jour de bref purchace. Et fust ouste de cele excepcion. Quære qualiter. — *Pole.* Il y ad al tiel bref pendant ceynz de mesme les tenementz pur la femme sole, et cesti bref fut purchace pendant lautre, jugement de ceo bref. — *Parn.* Al bref qe vous supposez estre pendant il ni ad nulle demande faite, par quei vous ne poetz dire qe de mesme les tenementz il y ad bref pendaunt &c. — *STONORE.* Cesti bref est entre mesme les parties et des tenementz en mesme la ville, par quei la court ne poet autre entendre mes qe cest de une mesme terre; par quei agarde la court qe vous ne preignez riens par vostre bref.

§ A. J. et O. executours del testament G. suerent un execucion vers un J. de B. hors dune reconisance faite pur mesme celui J. a lour testatour, ou le vicomte respoundi qe mesme cesti J. de B. fut mort; par quei ils suerent



A.D. 1337. sued against the terre-tenants, when the sheriff answered that one Richard who was terre-tenant was garnished to answer &c.: at which day Richard came and challenged the writ because in the second writ by which he was garnished there were two Johns with different surnames: and the writ said "make known to the aforesaid John," not determining which John should be garnished; and we pray judgment of the writ.—*SCHARSHULLE* said that if a writ was brought against T. Prior of B. and the writ said "summon the aforesaid Prior" the writ would be good enough.—*Pole ad idem*. In every place where J. de O. is named he is called executor, and this gives a distinction between the two.—*Gayneford*. You see clearly, Sir, how they have sued this writ of garnishment against the terre-tenants; and we make protestation that we do not admit that we are terre-tenants; and we tell you that in the present case, in the first place the heir ought to have been garnished together with the terre-tenants; for it may be that the heir has an acquittance or other thing to bar you from execution; and since you have taken your suit against reason and the common course of law, we demand judgment of this writ.—*Parning*. The heir shall never be garnished if he be not terre-tenant; and if he be terre-tenant then the sheriff has power to garnish him; and if he be terre-tenant and the sheriff has not garnished him, then you can have an answer.—*Rokel* made protestation that he was not terre-tenant except of an acre and a rood of land, and he said that one A. was tenant of one acre of land which belonged to the cognizor on the day of the making of the recognizance, and that one G. was tenant of another acre, ready &c., and we demand judgment if he ought to answer alone without them.—*Asshe*. We will aver that he was tenant of a manor in C., which lands are sufficient to pay us the debt; therefore you are sufficient to answer alone.—*STONORE*. Although he hold only one rood, still it is right that every parcel be charged according to its liability and according to its

vers les terre tenantz, ou le vicomte respoundi qun A.D. 1337. Ricard fut garni qe fut terre tenant respoudre &c; a quel jour Ricard vint et chalengea le bref pur ceo qen le secunde bref par quel il fut garni ils avoient deux Johan par divers surnouns; et le bref voleit "scire facias "predicto Johanni" nent determinant quel J. serroit garni, et demandoms jugement de bref.—SCH. dit qe si bref fut porte vers T. Priour de B., si bref fut "summonne "predictum Priorem" le bref serroit assez bon.—Pole (ad idem). En chescun lieu ou J. de O. est nome il est nome com executour, et ceo donne diversite assetz entre les deux.—Gain. Vous veiez bien, Sire, coment ils ount suy cesti bref de garnir les terres tenantz, et fasoms protestacion qe nous ne conusoms pas qe nous sumes terres tenantz; et vous dioms qen le cas ou nous sumes il covendreit primes daver garni le heir ensemble ove les terres tenantz; qar il poet estre qe le heir ad acquitance ou autre chose de vous barrer de execucion; et depuis qe vous avez pris vostre seute encontre reison et comune cours de ley, nous demandoms jugement de ceo bref.—Par. Le heir ne serra jammes garni sil ne serra terre tenant, et sil soit terre tenant donqe ad le viscomte poair de lui garnir; et sil soit terre tenant et le vicomte ne lui ad pas garni, donqe poez aver respons.—Rok. fit protestacion qil ne fut terre tenant fors qe dune acre de terre et dune rode, et dit qun A. fut tenant de une acre de terre qe fut al conisour jour de la conisance, et un G. tenant dune altre acre de terre, prest &c; et demandoms jugement si sanz ceux dust il soul respoudre.—Assh. Nous voloms averer qil fut tenant dil un manoir en C. ceux terres sont suffisantz de nous payer la dette, issint estes vous suffisantz de soul respondre.—STONORE. Mes qe il tynt fors qune rode, uncore il est reson qe chescune parcelle soit chargee solonc ceo

A.D. 1337. liability and according to its proportion.—And then *Rokel* prayed a writ to garnish the others. And the opinion of some was that these had nothing, and that the other should answer alone and by the first writ.

Novel disseisin.

§ An infant under age brought an assise of Novel Disseisin in the country before Sir William de Scharshulle. The tenant came and said that there ought not to be an assise; for we tell you that one William cousin of the infant, whose heir he is, enfeoffed him (the tenant) of the same land which is put in view; judgment if in opposition to the deed of your ancestor which comprises warranty, you ought to get to the assise.—*Stouford*. The infant is under age and can not either admit or deny the deed; wherefore it is necessary that the truth should be inquired into.—*Trewith*. Witnesses are named in the deed, and we pray process against them.—*Stouford*. Sir, this assise is brought before you; Sir, it is not proper to make process in such a case, but only to inquire now by the assise all which of right ought to be inquired of; and Sir, the law is more favourable to an infant under age than to another person; and Sir, the assise is now ready; we pray that you take the assise.—And because the Justices saw the difficulty in the plea, they adjourned the parties before themselves at York in three weeks of St. Michael; on which day the parties came.—*Trewith* rehearsed as above, and prayed process to make the witnesses come.—*Stouford*. Process against witnesses is given by Statute, and that where the deed is denied; but now we are not in a case where the deed is denied, for the infant is under age and can neither admit nor deny; wherefore Sir, it seems to me that you ought not to make process in this case.—*Trewith*. Sir, you shall as much inquire if this was the deed of his ancestor as if the deed were denied; then Sir, since you will try the deed by this Inquest, it seems that the witnesses shall be on the Inquest.

qe afiert et solonc la porcion.—Et puis *Rok* pria bref de A D. 1337.  
garnir les autres. Et oppinio quorundam fuit qe ceux  
navoient riens qe lautre respond soul et par le primer bref.

§ Un enfaunt deynz age porta une assise de novele  
disseisine en pais devant Sire Hugh<sup>1</sup> de Sch.—Le tenant  
vint et dit qe assise ne dust estre, qar nous vous dioms  
qun W. cosin lenfant, qui heir il est, lui enfeffa de mesme  
la terre mys en vewe; jugement si encountre le fait  
vostre auncestre qe comprennent garrantie al assise devetz  
avenir.—*Stouf.* L'enfaunt est deynz age qe ne poet le  
fait conustre ne dedire, par quei il covient qe la verite  
soit enquis.—*Tre.* Ils sount tesmoignes nomez deynz le  
fait, et prioms proces devers eux.—*Stouf.* Sire, ceste  
assise est porte devers vous; sire, il ne covient pas de  
faire proces en tiel cas, mes enquerre ore par assise tut  
ceo qe de droit dust estre enquys; et Sire, la ley est plus  
favourable pur un enfant deynz age qe pur autre; et Sire,  
lassise est ore prest; nous prioms qe vous pernez lassise.  
Et pur ceo qe les Justices virent difficulte en le plee, ils  
adjournerent les parties devant eux mesme a Everwyk a  
les trois semeynes de Seynt Michel, a quel jour les parties  
vindrent.—*Tre.* rehercea ut supra, et pria proces de faire  
venir les tesmoignes.—*Stouf.* Proces devers tesmoignes  
est done par statut, et ceo en cas ou le fait est dedit; mes  
ore sumes pas en cas qe le fait est dedit, qe lenfaunt est  
deynz age qe ne poet conustre ne dedire; par quei Sire,  
il moi semble qe vous ne devetz pas faire proces en ceo  
cas.—*Tre.* Sire, vous enquerrez auxint avant si ceo fut  
le fait son auncestre com si le fait fut dedit; donques  
Sire, de pus qe vous trierez le fait par ceste enquest, il  
semble qe les tesmoigns serront en lenqueste.

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<sup>1</sup> This must be a mistake for W.

A.D. 1337.  
Account.

§ In a writ of Account the defendant came by the Exigend, and the party counted of a receipt in York: Upon this came the attorney of the bailiffs of York and prayed cognizance of the plea; and he had it, and gave a day to the parties; and the defendant passed over without finding mainprise.—Quære what will be done if the defendant comes not; and whether the plaintiff shall prosecute the Exigend or shall commence a new process.

Replegiari.

§ A Prior brought his Replegiari against A. B. and C. &c., and counted of the taking of two horses. A. and B. came, and C. came not. A. and B. answered by *Parning*. A. tells you that he was taxer in the county of L., and he says that such a vill where the taking was made was taxed at a certain sum, of which sum he who complains was taxed at 10s. because he held certain land at farm of another Prior, and had chattels there; and so he taxed him, by his commission, without any tort. And B. tells you that he was commanded to levy the said 10s., and he came and took the two horses; and demand judgment if for this he can assign tort in our persons.—*Malberthorp*. This is a Replegiari, therefore will you avow for such a cause?—*Parning*. For the same cause we avow for ourselves and for the others.

False judgment.

§ Herbert de St. Quintin brought a writ of False Judgment against John Bathele and A. his wife on a judgment which was given in ancient demesne in the court of Cokam in a writ of Right according to the custom of the manor; the sheriff recorded the plea, and sent the record into the Bench: and because the original writ did not come with the record, he said that there was not a full record; wherefore the party sued out a writ that the suitors of Cokam should make a full record to come, to wit the original writ and all how the process was continued; so that the suitors made the original writ and the record to come.—*Gayneford* said, Sir,

§ En un bref dacompt le defendant vint par lexi- A.D. 1337.  
gende, et la partie counta de resceit en Everwyk; et  
survynt lattourne les baillifs de Everwyk et pria la  
conissance, et avoit, et dona jour a les parties; et le  
defendant passa avant sanz trover meinprise.—Quære  
quei serra fait si al jour il ne vint pas, et si le  
pleintif seura avaunt lexicende ou comencera novel  
proces.

§ Un Priour porta un Replegiari vers A. B. et C.  
&c., et counta de la prise de deux chivals. A. et B.  
vindrent, C. ne vint pas. A. et B. respondirent par  
*Parn.* A vous dit qil fut taxour en le countee de L.,  
et dit qe tiele ville ou la prise fut faite fut taxe a  
une certeine summe, de quele summe celui qe se pleint  
fut taxe a x. souz pur ceo qil tynt certeine terre a ferme  
dun altre Priour, et illeokes avoit chateux, et issint il  
lui taxa par sa commission sanz autre tort. Et B.  
vous dit qil avoit en comandement de lever mesme les  
x. souz, et il vint et prist les deux chivals; et deman-  
doms jugement si il de ceo tort en nostre persone  
pusse assigner.—*Malb.* Cest un Replegiari, donques volez  
avower par tiele cause?—*Parn.* Par mesme la cause  
nous avowoms pur nous et pur les autres.

§ Herbert de Seint Quintyn porta un bref de faux  
jugement vers Johan de Bathele et A. sa femme dun  
jugement qe se tailla en auncien demene en la court  
de Cokam par un bref de droit secundum consuetu-  
dinem manerii: le vicomte recorda la paroule et manda  
le record en baunk; et pur ceo qe le bref origenal ne  
vint pas ove le record, il dit qil ne avoit pas plein  
record; par quei la partie suit bref, et les suters de  
C. firent venir plein record, saver bref origenal et tut  
coment le proces fut continue; issint qe les suiters  
firent venir bref origenal et le record.—*Gain.* dit, Sire,

A.D. 1387. whereas the suitors of the court of Cokam have sent here a record that John de Bathele and A. his wife sued the little writ of Right against H. de St. Quintin, and made protestation to sue in the nature of a writ of Dower "unde nihil habet," and they have recorded that H. made default, so that the land was taken, and then he again made default, so that they awarded seisin of the land &c., Sir, to that we say that the said Herbert had in the same plea an attorney named Adam de Veer, and every time Herbert was called, Herbert answered by attorney; and inasmuch as the suitors awarded seisin of the land to the demandant on the default of him who was always ready in court and answered by attorney, they gave a false judgment; and that Adam was ready in court, when Herbert was called, to answer as attorney, we are ready to aver.—*Pole*. At common law there was no averment against a record sent by suitors; the statute<sup>1</sup> now gives an averment in the case when suitors send up before the Justices a record different from what they made in their court: now you do not offer to aver that the suitors record differently from what the record is, but you offer to aver that the fact is different from what they have recorded, which averment is not given by the Statute; wherefore &c. And because the Justices were in doubt as to the meaning of the Statute, ALDEBURGH told *Trewith* to assign the other errors, if there were any, and that this point should be saved to him.—*Trewith*. Sir, you see clearly how in the first writ protestation was made in the same writ of their suing in a plea of dower, at which court the demandant caused himself to be essoined "de placito terræ," which essoin was not in accordance with the protestation which they made, and inasmuch as the suitors gave a day to the parties by the essoin which was not in accordance with the protestation, they made false judgment. Again, the protestation was not to sue for the third part of a certain quantity of land, so that for that the suitors

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<sup>1</sup> 1 Edw. III. c. 4.

la ou les suiters de la court de C. ount mande ceynz A.D. 1337. un record qe J. de B. et A. sa femme suerunt le petit bref de droit vers H. de Seint Quintin, et ils firent protestacion a suir en la nature de bref de dower "unde nihil habet," et ount recorde qe H. fit defalte, issint qe la terre fut prise, et puis fist autrefoith defalte issint qils agarderent seisine de terre &c.; Sire, la dioms nous qe le dit Herbert avoit attourne en mesme le plee, un Adam de Veer, qe a chescun foith qant H. fut demande, H. respondi par attourne; et en ceo qe les suiters agarderent seisine de terre al demandant par defalte de cesti qe tut foith fut prest en court et respondi par attourne, il firent faux jugement; et qe A. fut prest en court au temps qant H. fut demande respondre par attourne nous sumes prest daverer. — *Pole.* A la comune ley il navoit nul averement encountre record mande par suiters; ore lestatut donne un averement en cas qant suiters mandent autre record devant Justices qe ils ne firent en leur court: ore vous ne tendez pas de averer qe les suiters recordent autrement qe le record nest, mais vous tendez daverer autrement qe le fait est altre qils nount recorde, quel averement nest pas done par statut; par quei &c. Et pur ceo qe les Justices furent en awer de lentencion del estatut, ALD. dit a *Trew.* qil assignereit les autres erreurs sil furent, et cest pas, lui serra salve.—*Trew.* Sire, vous veez bien coment a la primere court la protestacion fut fait sur mesme le bref a suir en plee de dower, a quele court la partie demandant se fist essoner de placito terræ, quel essone ne fut pas acordant a la protestacion; et desicom les seuters donerent jour a les parties par essone nient accordaunt a la protestacion, ils firent par faux jugement. Dautrepart, de ceo qe la protestacion ne fut pas a suire de la terce partię de certeine quantde terre, issint de ceo qe les suiters agarderent un



A.D. 1337. awarded a summons against Herbert without informing him by the summons for what quantity of land he should answer, they made false judgment. Again when she made protestation to sue and did not say in her protestation of whose endowment she demanded, inasmuch as they continued the plea until she recovered on that protestation, they made false judgment. And as to the last court, inasmuch as they awarded seisin of the land on default, when the tenant was present by attorney and answered, they made false judgment.—*Pole*. As to your challenge of the variance between the essoin and the protestation, it is the custom of the manor that whether the protestation be to sue in the nature of a writ of Waste or Disseisin or Dower or any other writ, there shall never be any essoin except “*de placito terræ*,” and as to your challenge that we made process on the protestation by which the party could not be informed for what quantity he should answer, to this we tell you that the law of ancient demesne in the court of Cokam is this, that a party shall never be informed of what he shall answer to until he comes into court and the demandant counts against him; and besides this, by the usage of the court the tenant can make any default at the commencement of the plea with sustaining injury; and as to the third challenge, that she did not say in her protestation of whose endowment we demanded, we say that the party might have been apprised of everything by the count if he had come into court.—*Trewith*. Thus you prove by your reason that although you have made false judgment you can say that it is according to the custom of the manor.—*STONORE*. It never yet was law that a woman should recover dower in ancient demesne on a protestation by the little writ of Right if the protestation do not mention of whose endowment she demands.—*Parning*. She shall no more say in this protestation of whose endowment she wishes to demand dower, than, if she had made protestation to sue in the nature of a

somons vers H. sanz estre apri par somons de quele A.D. 1337. quantite il devereit respondre ils firent faux jugement. Dautrepart, qant ele fit protestacion a suer et ne dit pas en sa protestacion de qui dowement ele demande, desicom donqe ils continuerent cel plee tanqe ele recoveri par tiele protestacion, ils firent faux jugement: et qant a la drein court, en tant com ils agarderent seisine de terre par defalte ou le tenant fut par attourne et respondi, ils firent faux jugement.—*Pole*. Qant a vostre chalenge de la variance entre lessone et la protestacion, il est usage de maner qe le quel la protestacion seit a suir en nature de bref de Wast ou dassise ou de dower ou dautre bref, toutz jours il navera nul essone fors de placito terræ; et qant a vostre chalenge qe ne fesoms proces sur protestacion par quel partie ne poet aver apri de quel quantite respondereit, a ceo vous dioms nous qe la ley de auncien demene est tiele en la court de C. qe jammes ne serra partie apri a quei respondra tanqe il veigne en court et la partie demandant counte devers lui; et ovesqe ceo, par usage de la court le tenant poet faire asqun defalte al commencement de plee, sans mal aver; et qant al tierce chalenge de ceo ele navoit pas dit en sa protestacion de qi dowement nous demandoms, qe de tut la partie sil est venuz en court devereit estre apri par counte.—*Trew*. Auxint bien vous provez par vostre reson qe mesqe vous avez fait faux jugement vous poez dire qe cest usage de manoir.—*STONORE*. Il ne fut pas oncore lei qe femme recovere dower en auncien demene sur protestacion par le petit bref de droit si la protestacion ne fist mencion de qui dowement ele demande.—*Parn*. Ele ne dirra nient plus en ceste protestacion de qui dowement ele voet demander dower, qe si ele ust faite protestacion a suir en nature de

A.D. 1337. Formedon, she should have shown in the protestation either the gift or the descent ; but on the day when they should plead the parties shall have advice, and then the right on both sides will be shown.—SCHARSHULLE. If she had made protestation to sue in the nature of a Mortdancer she must have said from what ancestor.—*Parning*. Never ; for the party will be apprised from what ancestor by the count of the demandant, for the demandant shall count it in every case.—STONORE. But it was neither law nor reason to award seisin of the land on a protestation which did not state in certain of whose endowment.—*Parning*. In a writ of Right at common law, where the writ is only “that you do full right,” if the tenant make default after default, the demandant shall not have seisin of the land, and yet it is not mentioned in the writ in what manner the demandant has right : then is it less unreasonable that one can recover where there is no disherison by default after default, although the protestation does not comprise in itself all that the count would do if the tenant appeared.—And afterwards on another day, STONORE said that all the exceptions may be saved, by the custom of the manor, except one, that is to say where it awards seisin of the land by default after default, when the tenant had an attorney in court who answered for him as before is said ; wherefore he answers you as to that exception.—*Pole*. We tell you that there is a custom in the said court that he who makes an attorney, in case he is impleaded, must do so in the presence of the suitors of the same court, and when the court is holden ; and in any other manner he cannot make an attorney there ; and we say that he who proffered himself as the tenant’s attorney was never made attorney in that manner ; so he who proffered himself as attorney of the tenant was awarded not to be such ; wherefore &c.—STONORE. It is a custom very much against the law that he who is to hold the pleas cannot record an attorney in a plea to be pleaded before

fourme doun ele ne mostrera mie en la protestacion A.D. 1337. le doun ne la discente; mais al jour qils devereint pleder les parties averount conseil et donques le droit de ambepartz serra moustre.—SCHAR. Si ele ust fait protestacion de suir en nature de mortdancestre il covendreit aver dit de quel auncestre.—*Parn.* Jammes; qar la partie serra apris de quele auncestre par le counte le demandant, qar le demandant la countera en chescun cas.—STONORE. Mes il ne fut unques ley ne resone de agarder seisine de terre sur une protestacion qe nest pas en certain de qui dowement.—*Parn.* En un bref de droit a la comune ley la ou le bref nest fors qe "plenum rectum teneas," si le tenant face defalte apres defalte, navera mie le demandant seisine de terre, et si nest il pas mote en le bref en quel maner le demandant ad droit: donques est il meyns encountre resone qe un pusse recoverir la ou il ni ad nule disheritesone par defalte apres defalte, coment qe la protestacion ne comprennent pas tut en lui qe le counte ferroit si le tenant apparust. Et pus ad alium diem STONORE dit qe toutz les excepcions poent estre salvez par usage del manoir forspris un, cest a dire qe la ou il agarde seisine de terre par defalte apres defalte la ou le tenant avoit attourne en court qe respoundi pur lui com devant est dit, par quei il vous respond a cele excepcion.—*Pole.* Nous vous dioms qil iad tiel usage en mesme la court qe cesti qe doit faire attourne en cas qil soit enplede il le covient faire en presence de seuters en mesme la court, et qant la court est tenuz; en altre manere ne poet il faire attourne la; et vous dioms qe se profri auxint com attourne le tenant ne fut unques fait attourne par la manere, par quei celi qe se profri com attourne le tenant fut agarde nul, par quei &c.—STONORE. Cest usage est moult encountre la ley, qe cesti qe doit tenir les plees ne poet pas recorder un attourne en

A.D. 1387. himself. — *Trewith*. We will aver that the customs are these, that the steward of the court may receive an attorney, so that he say amongst the suitors how that he has received such an one as attorney in such a plea at the next court after the receipt: and we tell you that this Adam who answered as attorney was received as attorney in that manner. — *Pole*. As before.—And the issue was received.

§ John Tumby complained of his goods tortiously taken, namely six tuns and four pipes of wine, against John, Duke of Brittany and Earl of Richmond and two others &c. The bailiffs of the Earl of Richmond came, and the Earl came by attorney and avowed the taking as good and rightful, by reason that he is lord of the vill of St. Botulf and lord of the port of the same vill, and by reason of his lordship he has in the same vill five houses called King's booths; and also he has a franchise in the said vill, by reason of his lordship, that if any ship arrives next after the feast of St. Michael the Archangel in the port of St. Botulf with vendible wines, all the tuns in the same ship shall be put and stored in the first cellar adjoining the said port, and if all the tuns can not be stored in the first cellar adjoining the said port, then the other tuns of the said ship shall be put in the second cellar, and if all the tuns can not be stored in the second cellar the others shall be put in the third cellar, and if all can not be put there the others shall be put in the fourth cellar; and those of the third ship in the third cellar, those of the fourth ship in the fourth cellar and those of the fifth ship in the fifth cellar: and for the first cellar the Earl shall have yearly from those to whom the wines belong ten marks, and for the second cellar nine marks, and for the third cellar eight marks, and for the fourth cellar seven marks, and for the fifth cellar six marks; and if those who arrive in that manner will not store their wines in the cellars as aforesaid, they shall pay the whole of the money as if their tuns were stored there,

ple qe serra plede devant lui mesme.—*Trew.* Nous A.D. 1337. voloms averer qe les usages sont tiels, qe le seneschal de la court poet resceivre un attourne, issint qil die entre les suiters coment il ad resceu un tiel attourne en tiel plee a la proschein court apres la resceite; et vous dioms qe cesti Adam qe respondi par attourne fut resceu attourne en la manere.—*Pole.* Ut prius. Et lissue resceu.

§ Johan Tumby se plaint de ses averes atort prises, nomement de vi. tonels et iiii. pipes de vin, vers Johan Duk de Bretagne et Counte de Richemond et deux autres &c.—Les baillifs le Counte de R. vindrent, et le Counte vint par attourne et avowa la prise bone et dreiturelle par la resone qil est seigneur de la ville de Seynt Botolf et Seigneur de Port de mesme la ville, et par resone de sa seignurie il ad en mesme la ville v. mesouns qe sount apelles Kyngesbothes, et auxint il ad tiele franchise en mesme la ville par resone de sa seignurie qe chescune nief qe prochainement apres la feste Seynt Michel larchangel et arrive en le Port de Seynt Botolf ove vyns vendables qe toutz les tonels deinz mesme le nief serront mis et herbergez en la primer celer joynaunt al dit port, et si toutz les tonels ne poent estre herbergez en la primer celer joynant al dit port donques les autres tonels del dit nief serront mys en le secunde celer, et si toutz les tonels ne poent estre herbergez en le secunde celer les autres serront mys en le terce celer, et si toutz ne poent mie les autres serront en le quart celer; et del terce nief en le terce celer; et del quart nief en le quart celer, del quynt nief en le quint celer. Et pur le primer celer le Counte avera par an de ceux a qui les vyns sount x. marcz, et pur le secunde celer ix. marcz, et pur le terce celer viii. marcz, et pur le quart celer vii. marcz, et pur le quint celer vi. marcz; et si ceux qe arrivent par la manere ne voillent herberger lour vins en lour celers com avant est dit, ils payerount tut l'argent auxint com lour tonels furent illoques herberges,

A.D. 1337. and then may have their tuns to store where they please : of which profit a prendre, for the use aforesaid of the cellars aforesaid the Duke and his ancestors and those whose estates they have, have been seised from time of which there is no memory by reason of their lordship in the said vill: and because John de Tumby who complains was the first who arrived with vendible wines in the said port after the feast of St. Michael the Archangel in the tenth year, and was warned by A. and B., the Duke's bailiffs in the said vill, to store his tuns in the first cellar, and he would not, they took the tuns and pipes aforesaid by way of distress until the ten marks for the first cellar should be paid &c.—Issue was taken on the custom, that is to say that all burgesses who had the freedom of the said vill could carry their wines and other vendible things to their own houses or elsewhere at their pleasure &c., without admitting that he by reason of his lordship could compel strangers to store their wines in the aforesaid houses. The Earl offered to aver the custom to be that as well those of the vill as strangers should unlade their wines in the five booths, paying the aforesaid custom &c. And other exceptions were given to the avowry. Quære &c.

Wardship. § A writ of Wardship was brought against a man and his wife who pleaded that the ancestor of the infant held of the wife against whom the writ was brought and not of the demandant; whereupon the Inquest was joined and the " nisi prius " was sued in the country. The husband came, and the wife made default, which was accounted the default of both; and the plea was adjourned into the Bench to have judgment for the demandant; whereupon the wife of the tenant came by *Trewith* and prayed to be received to defend her right.—*Stouford*. The rescit is given by statute when the right is on the point of being lost by default; but now judgment is to be given on a right to be recovered on a verdict against your own mise; judgment if you ought to be received.—*Trewith*.

et donques averount lour tonels a herberger la qil A.D. 1337. voldrent; de quel profit prendre pur le ese avantdit des celers avantditz le Duk et ses auncestres et ceux qui estat ils ount de temps dount il ny ad memorie unt este seisis par reson de lour seignurie en la ville avantdite; et pur ceo qe Johan de Tumby qe se pleint fust le primer qe ariva ove vynes vendables apres la feste Seynt Michael larchange lan disme en la porte avantdite ove vynes vendables, et fut garny par A. et B. baillifs le Duk de mesme la ville de herberger ses tonels en le primer celer, il ne voleit pas, si pristrent ils les tonels et pipes avantditz en lieu de destresse tanqe les x. marcz pur le primer celer furent payez &c. Lissue fut pris sur la coustume, cest a dire toutz ceux qe avoient franchise en mesme la ville burgagers pussent carier lour vins et altres choses vendables a lour maisons demene ou aillours solonc lour volente &c., sans conustre qil par reson de sa seignurie chacera les estranges herberger ove lour vins en les mesouns avantditz. Le Counte tendi daverer qe le usage fut qe auxint bien ceux de la ville com extranges deschargereint lour vynes en les v. bothes, fesaunt la custome avantdite &c. Et autres excepcions furent donez al avowerie. Quære &c.

§ Un bref de garde fut porte vers un homme et sa femme qe plederent qe launcestre lenfant tynt de la femme vers qui le bref fut porte, et ne mie dil demandant, sur quei enquest se joint, et le "nisi prius" suy en pays. Le baron vint, la femme fist defalte, la quele fut acomptee la defalte lun et lautre. Lenqueste pris pur lour defalte; et ajourne en bank daver jugement pur le demandant; sur quei la femme le tenant vynt par *Trew.* et pria de estre resceu a defendre son droit. — *Stouf.* La resceite est done par statut qant droit est en point destre perdu par defalte; mais ore jugement est a rendre sur droit a recoverir par verdit countre vostre mise demene; jugement si vous devez estre resceu. — *Trew.* Vous trouverez par



A.D. 1337. You will find by record that the Inquest was taken by default ; so if the husband and wife had been present, they would have had their challenge, which would be to the advantage of the wife ; and the statute gives such an advantage to the wife on the default of the husband. — *Gaynesford*. The same land for which he demands the wardship of the body is in the seisin of the wife as guardian, which she will lose and also her seignory for ever, unless she be received. — *Stouford*. The right of seignory she cannot lose if the tenant of the demesne be not a party ; for the seignory shall never be tried except between lord and tenant. — *ALDEBURGH*. But if judgment be given on that verdict she will never have the seignory. — *SCHARSHULLE*. She can have her recovery by Attaint ; for one has seen Attaint in a writ of Rescue. — *Stouford*. If I lease tenements to a man for his life, and he is impleaded, and he prays aid of me, and we plead to the Inquest, and we have a day to have judgment on the verdict, if the tenant make default I shall not be received. And he alleged a case before Sir W. de Herle between certain persons whom he named ; and the Court thought it no wonder, because it was his own mise, and the judgment was not to be given on default, because the tenant was present on the day of the Inquest. — *Trewith*. In a writ of Waste wives shall be received ; and in a Quare Impedit wives shall be received ; and there is nothing to lose but a presentation. — *Asshe*. In a Replegiari, if the husband and his wife avow, and the plaintiff say that the taking was out of their fee, if the Inquest be taken by the “ nisi prius ” in the country, still the wife will not be received. — *Trewith*. Replegiari is a personal plea. — *SCHARSHULLE*. What was done in the demand of Fletewyk ? (intimating that the wife was not received). — *SCOT* related how he saw before learned Justices in the county of Cambridge, in an assise of Mortdancer, that a wife was received after the verdict of the assise, and they pleaded in bar by a release ;

record lenquest estre pris par defalte, dount si le A.D. 1337. baron et la femme unt este present, ils ussent eu lour chalenge, qe serroit en avantage la femme; et le statut donne tiel avantage a la femme en defalte de baron.—*Gaine*. Mesme la terre pur la quele il demande la garde de corps est en la seisine la femme com gardein, la quele ele perdera et sa seignurie a toutz jours sanz ceo qe ele seit resceu.—*Stouf*. Droit de seignurie ne pout ele perdre si le tenant del demene ne soit partie; qe seignurie ne serra jammes trie fors qe entre seigneur et tenant.—*ALD*. Mes si jugement soit rendu sur cel verdit ele navera jammes seignurie.—*SCH*. Ele purra aver son recoverir par atteinte; qe homme ad vew un atteint en bref de rescours.—*Stouf*. Si jeo lesse tenementz a un homme a terme de sa vie, il est emplede, il moi prie en eide, nous pledoms al enquest, nous avoms jour daver jugement sur verdit, si le tenant face defalte jeo ne serra pas resceu. Et allegga le cas devant Sire W. de Herle entre certaines persones qil noma; et la court ne se tynt merveille, pur ceo qe ceo fut sa mise demene, et le jugement nient a rendre par defalte, pur ceo qe le tenant fut present al jour del enqueste.—*Trew*. En bref de Wast femmes serront resceu, et en un quare impedit femmes serront resceu, et si nad rien a perdre fors un presentement.—*Assh*. En un Replegiari si le baron et sa femme avowent, et le pleintif dit hors de lour fee, si ceste enqueste serroit pris par le nisi prius en pais, oncore la femme ne serra pas resceu.—*Tr*. Replegiari est un plee personel.—*Sch*. Quei fut fait del demande de Fletwyk? quasi diceret la femme ne fut pas resceu.—*SCOT* counta coment il vynt devant sages Justices en le counte de Cauntebrigge en une assise de Mor-dancestre qune femme fut resceu apres verdit dassise, et plederent en barre par relees, et prist tesmoignance

A.D. 1337. and he took to witness Elmer and other serjeants.—*Trewith*. Your plea only amounts to this, that we are come too late; and this can not be; for the day of the Nisi Prius and the day of giving judgment are in law accounted as one day; at which day of Nisi Prius the wife can not be received, for the Justices have no power to take an Inquest, wherefore the wife could not be received before now; therefore she is not too late.—And they were adjourned to the Quinzein of St. Hillary, as appears &c.

Assise of  
Novel  
disseisin.

§ In Wiltshire an infant under age brought an assise of Novel Disseisin before SIR WILLIAM SCHARSHULLE and his companions, and the tenant pleaded in bar of the assise by the charter of the father of the plaintiff, whose heir &c., which contained a warranty; and because the plaintiff was under age he was not driven to answer to the charter; but SCHARSHULLE said that the Court would ex officio inquire of the charter, viz., if it were the deed of the father, and of other circumstances, such as if the tenements passed by the deed, and if his father was of full age, of sound memory and out of prison; and he said that because witnesses were named in the charter he would make process against the witnesses as he would do if he (the plaintiff) were of full age and had denied the deed; whereupon on the return of the great Distress on the witnesses they did not come; wherefore *Stouford* prayed the assise without the witnesses, as the Statute directs.—*Trewith*. The Statute<sup>1</sup> says that when the great Distress against witnesses is returned, if they do not come the inquest shall be taken without them, and it is in the case of a deed being denied on the mise of the parties according to what the Statute says; but here whereas the Court wills to inquire ex officio the process remains just as at common law &c.—And upon this they were adjourned to the Bench.—And in this plea SCHARSHULLE said that where the witnesses are joined to the Twelve, one should never have the Attaint, because the

<sup>1</sup> 12 Edw. II. st. i. c. 2.

de Elm. et des autrez serjauntz.—*Trew.* Vostre ple ne A.D. 1337  
 amoute fors qe nous sumes venuz trop tarde, et ceo  
 ne poet estre; qar le jour de nisi prius et le jour de  
 jugement rendu est acompte un jour en ley; a quel  
 jour de nisi prius la femme ne poet estre resceu, qar  
 les Justices ne ount power de prendre une enqueste,  
 par quei la femme ne poet estre resceu avant ore:  
 ergo ne mie trop tard. Et adjornantur in Quindecim  
 Sancti Hillarii, ut patet &c.

§ <sup>1</sup> En Wiltescire un enfant deinz age porta une as- Assise de  
 sise de novele disseisine devant SIRE WILLIAM SCHAR. novele dis-  
 et ses compaignons, et le tenant pleda en barre das- seisine.  
 sise par la chartre le pere le pleintif, qi heir &c., qe  
 voleit garrantie; et pur ceo qe le pleintif fut deynz  
 age il ne fut pas chace a respondre a la chartre; mes  
 SCHAR. dit qe la Court doffice enquerreit de la  
 chartre, qe si ceo fut le fet le piere et de autres cir-  
 cumstances, si lez tenementz passerent par le fet, et  
 si soun piere fut de pleyn age, de seyn memorie et  
 hors de prisoun; et il dit pur ceo qe tesmoignes furent  
 nomez en la chartre qil freit proces vers les tesmoignes  
 auxi com il freit sil ust este de pleyn age et ust  
 dedit le fet; par quei a la graunt destresse retourne  
 sour les tesmoignes il ne vyndrent, par quei *Stouf.* pria  
 lassise saunz les tesmoignes solonc ceo qe lestatut voet.  
 —*Trew.* Lestatut voet qe a la graunt destresse retourne  
 sour les tesmoignes sils ne viegnent qe len prendreit  
 lenqueste saunz eux, et est en cas la ou fet est dedit  
 par myse de partie solom ceo qe lestatut parle; mes  
 icy la ou la court veot querre doffice le proces de-  
 moert auxi a la comune ley &c. Et sur ceo ils furent  
 ajounez en baunk. Et en ceo plee SCHAR. dit qe la  
 ou les tesmoignes, sunt joynt a les XII. qe homme

<sup>1</sup> This case is taken from L. and I. and is not in the Temple MS.

A.D. 1337. Twelve can never be convicted until the witnesses are, and they can not be, because their oath is to tell the truth outright, just as they were sworn to do in a Great Assise, and not to say it on their knowledge. (The same was adjudged in an assise at Leicester before T. de Ingelby in 40 Edw. III., where the plaintiff was under age and process was had against the witnesses.)

Formedon  
in the  
descender.

§ One John brought his writ &c. against William and demanded a messuage and a carucate of land with the appurtenances in Blitone &c.—*Gayneford*. We say that Blitone was parcel of the manor of Kyrtone in Lyndeseye, which manor is ancient demesne of our lord the King; and we tell you that the King Henry the clerk granted the services of the tenants of Blitone to the Bishop of Lincoln, which Bishop granted the same services to one who was prebendary of the prebend of Corynham, and so he annexed them to that prebend, and thus the tenements are ancient demesne and pleadable in the court of Corynham by the little writ of Right: judgment if to this writ which is at common law we ought in this court to answer.—*Trewith*. By your own plea you have admitted that the tenements are frank fee; for you have said that they are parcel of the manor of Kyrtone, and whatever is parcel of the manor is frank fee, for the whole manor in the hand of the lord is frank fee &c.: and besides this you have said that the tenements are pleadable in the court of Corynham by a little writ of Right according to the custom of the manor, and you have not said that Corynham is ancient demesne; wherefore according to your own plea the tenements can not be pleaded there &c.; for the annexation by the Bishop who annexed the tenements in Blitone to the prebend of Corynham could not cause them to be pleadable in that court as tenements of the ancient demesne &c.—*Gayneford*. To take away the jurisdiction of this court it is sufficient for me to show that the tenements are ancient demesne, and I have done that

navera jammes ateynte pur ceo qe les XII. ne pount A.D. 1337.  
jammes estre atteintz tanqe les tesmoignes ne soient,  
et eux ne serront pas pur ceo qe lour serement est a  
dire verite tut atrenche auxi com ils sunt jurez en  
un graunt assise, et nemye a lour ascient. (Simile ad-  
judicatur in assisa apud Leycestriam anno xl. regis  
Edwardi tertij coram T. de Ingelby, ou le pleintif fut  
deinz age et proces fait vers les tesmoignes.)

§ <sup>1</sup> Un Johan porta son bref &c. vers William et Forme de  
doun en le  
descender.  
demanda un mies et une carue de terre ove les apur-  
tenances en Blitone &c.—*Gayn.* Nous dioms qe Blitone  
fuist parcel del maner de Kyrtone en Lyndeseye, le  
quel maner est aunciene demene nostre seignur le Roy;  
et vous dioms qe le Roy Henri le clerk les services  
les tenants de Blitone il granta al Evesqe de Nichole,  
quel Evesqe granta mesme les services a un qe fuist  
provendrer de la provendre de Coryngham, et issint  
les fist il annex a cele provendre, issint sont les tene-  
mentz auncien demene et pledables en la court de  
Coryngham par le petit bref de dreit; jugement si a  
cestui bref qest a la comune ley devons ceinz respon-  
dre.—*Trewith.* Par vostre dist demene vous avez conu  
qe les tenementz sont franc fee, qar vous avez dist qil  
sont parcel del maner de Kyrtone, et quant qest  
parcel del manoir est franc fee, qar le manoir entir  
en la mayn le seignur est franc fee, &c.: et ovesqe  
ceo vous avez dist qe les tenementz sont pledables  
en la court de Coryngham par un petit bref de dreit  
secundum consuetudinem manerii, et vous navez pas  
dist qe Coryngham soit auncien demene; par quei par  
vostre dist demene les tenementz ne pount illoques  
estre pledez &c.; qar annexion del Evesqe qe fist les  
tenementz en Blitone estre annex a la provendre de  
Coryngham il ne puist faire qil serroynt pledez en  
cele court com tenementz del auncien demene &c.—  
*Gayn.* A tollir conissaunce a ceste court il me  
suffist a moustrer qe les tenementz sont auncien de-

<sup>1</sup> This case is taken from I.

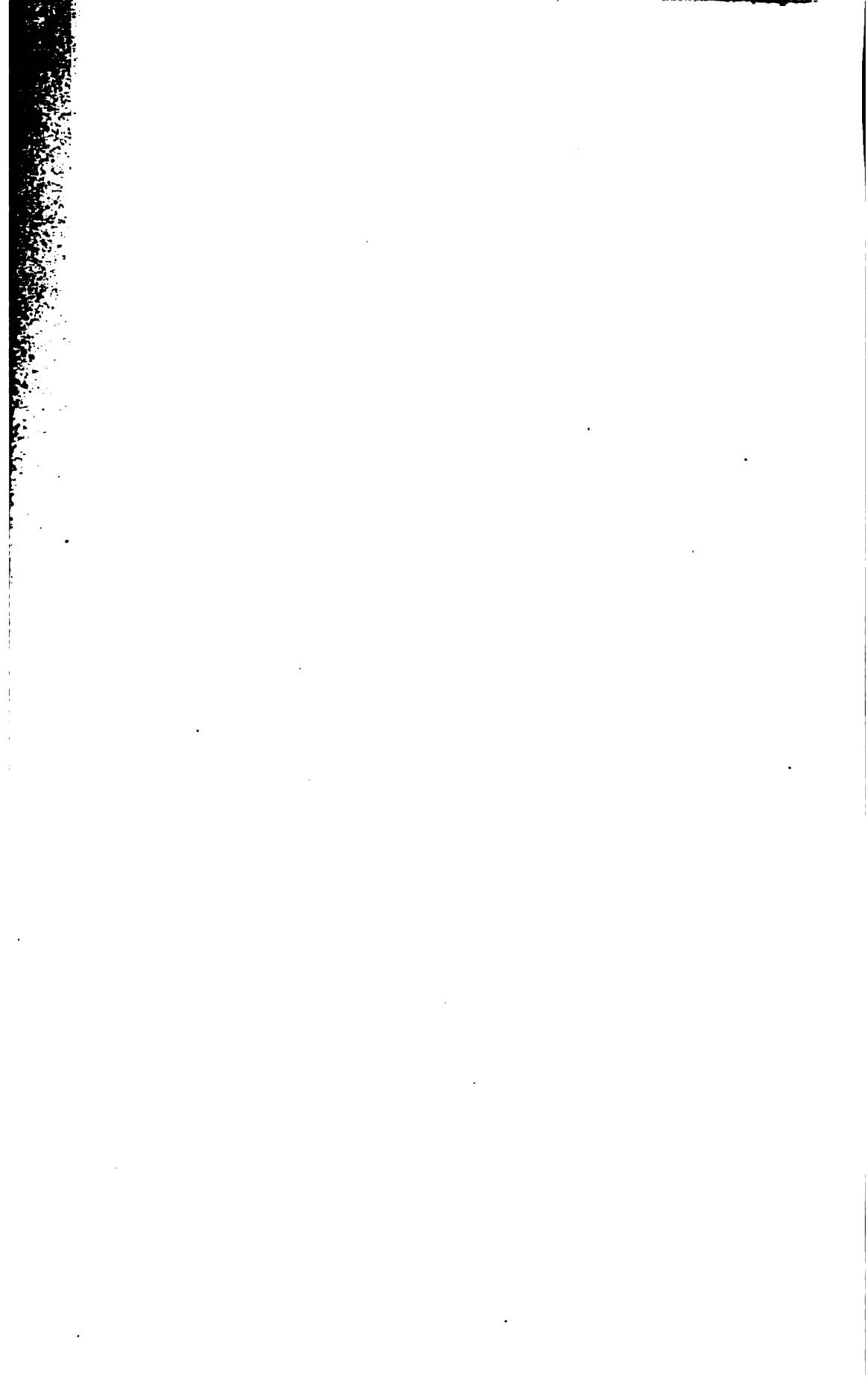
A.D. 1337. &c. ; for although the King granted the services of some of the tenants who were of the ancient demesne to another, the nature of the tenancy remained just as it was, that is to say ancient demesne &c.—*Stouford*. You do not give jurisdiction to that court unless you can show two things, that is to say that the tenements are ancient demesne, and also that they are pleadable by the little writ of Right according to the custom of the manor ; nor will this be ever granted except in a case where it is of record in Domesday that the manor where the court is to be holden is ancient demesne ; and according to your own saying the court of Corynham is not a court of ancient demesne ; wherefore the jurisdiction of this court will not be taken away if the tenements be not pleadable elsewhere &c. ; for common in land of the ancient demesne appendant to land which is frank fee will be demanded by a writ at common law, for right cannot elsewhere be done, &c.—*Parning*, ad idem. If the lord of the ancient demesne grant the services of his tenants by fine levied to another, and he to whom the grant is made were to sue the “per quæ servitia” &c., and they were to attorn &c., their tenure is thereby made frank fee &c. ; and so here, by the King’s grant, which grant is of record &c.—*BASSET*. It is not so ; for although the lord of the ancient demesne grant the services which are frank fee by fine to another, thereby the nature of the tenancy is not changed &c. — *Pole*. We say that the manor of Kirtone which is ancient demesne extends into several villis, and we tell you that Blitone and also Corynham are parcels of the manor.

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mene, et ceo ay jee fait &c.; qar coment qe le Roy A.D. 1337. granta les services des asquns des tenantz qe furent del auncien demene a un altre, la nature de la tenance demort auxi com ele fuist, cest assavoir auncien demene &c.—*Stouf.* Vous ne donez pas conissaunce a ceste court si vous ne puissiez moustrer deus choses, cest assavoir qe les tenementz sont auncien demene, et auxi qil sont pledables aillours par le petit bref de dreit secundum consuetudinem manerii, ne serra jammes graunte forsqe en cas ou cest en record de Domesday qe le manoir ou la court serra tenue soit auncien demene; et a vostre dist demeigne la court de Coryngham nest pas court dauncien demene; par quei la conissance de ceste ne serra pas tollet si les tenementz ne soient aillours pledables &c: qar comune en terre en auncien demene appendant a la terre qest franc fee serra demande par bref a la comune ley, qar droit aillours ne se pust faire &c.—*Parn.* ad idem. Si le seigneur del auncien demene graunte les services de ses tenantz par fyn leve a un altre, et celui a qi le grant est fait sewyst le "per quæ servitia" &c., et il attornent &c., par tant lour tenance est fait frank fee &c.; et auxi icy par grant du Roy, le quel grant est de record &c.—*BASSET.* Il nest pas issi; qar coment qe le seigneur del auncien demene graunte ces services qe sont franc fee pur fyn a un autre, par tant nest pas la nature de la tenance chaunge &c.—*Pole.* Nous dioms qe le manoir de Kirtone qest auncien demene sestent en plusours villes, et vous dioms qe Blitone et auxi Coryngham est parcel del manoir.

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**HILLARY TERM**  
**IN THE**  
**TWELFTH YEAR OF THE REIGN OF**  
**KING EDWARD THE THIRD**  
**FROM THE CONQUEST.**

HILLARY TERM IN THE TWELFTH YEAR OF THE  
REIGN OF KING EDWARD THE THIRD FROM  
THE CONQUEST.

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A.D. 1338.

Quare  
impedit.

§ Our Lord the King brought his Quare Impedit against Thomas de Beauchamp Earl of Warwick, and counted that he tortiously disturbed him from presenting a fit parson to the church of F. which is vacant and in his gift; and he said that Walter le Zouche Mortimer and A. his wife, in right of A., were seised of the manor of F. to which the advowson is appendant, who presented to the same church one their clerk &c., who on their &c. and instituted &c.; and afterwards A. died, wherefore Walter held the manor by the law of England, because there was issue between him and A., and in the time of Walter the church became vacant by the death of the presentee &c., wherefore Walter presented to the same church one his clerk &c. in time &c., by whose resignation the church is now vacant, and it remained vacant until the manor came into the King's hand after the death [of Walter], because he held the manor and other tenements in chief of the King; so it belongs to our Lord the King to present &c.—*Pole*. The Earl can not deny that it belongs to the King &c. at this time, saving to himself at other times the presentation; and he says moreover that he has not disturbed him, ready &c. And *Parning* offered to aver, for the King, that he had disturbed him, ready &c. And here note that the King had the presentation when he seized the manor after the death of the tenant by the law of England, and yet the heir was then of full age: and thus he will have all the

DE TERMINO HILLARII ANNO REGNI REGIS ED-  
WARDI TERTII A CONQUESTU DUODECIMO.

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§ Nostre seignur le Roi porta son quare impedit vers A.D. 1338.  
Thomas de Beauchaump Counte de Warrewik, et counta  
qe atort lui destourba presenter covenable persone al  
eglise de F. qe voide est et a sa donison appent; et  
dit qe Walter le Zouche Mortimer et A. sa femme  
com del droit A. furent seisiz del manoir de F. a quei  
lavoweson est appendant, les queux presenterent a  
mesme leglise un lour clerc &c. qe a lour &c., et  
institut &c.; et apres A. morust, par quei W. tynt le  
manoir par la ley dEngleterre, pur ceo qil y avoit issue  
entre lui et A., et en temps W. leglise se voida par  
la mort le presente &c., par quei W. presenta a mesme  
la eglise un son clerc &c., en temps &c., par qui re-  
signement leglise est ore voide, et voide demurra  
tanqe le maner devynt en la mayn le Roi apres la  
mort, pur ceo qil tynt le manoir et autres tenementz  
en chief del Roi, issint append il a nostre seignur le  
Roi a presenter &c.—*Pole*. Le Counte ne poet dedire  
qil nappent au Roi &c., et a ceste foitz, salve a lui  
autrefoith le presentement; et dit outre qil ne lui ad  
mie destourbe, prest &c.—Et *Parn.* tendi daverer pur  
le Roi qil lui avoit destourbe, prest &c.—Et nota  
hic qe le Roi avoit le presentement la ou il seisi le  
maner apres la mort le tenant par la ley dEngleterre,  
et uncore le heir fut adonqe de plein age; et issint

A.D. 1338. profits of the manor until it be sued out of his hand, because the tenant by the law of England is the lord's tenant and not the tenant of him to whom the reversion belongs.

Account. § A writ of Account was brought in the county of York, for this that he was his bailiff in the county of Lincoln, and the writ was abated by judgment. But a writ of Account saying "for the time for which he was "receiver of moneys" would be sufficiently good brought in one county although the receipt for which the action is taken was in another county.

§ Note that a man had the view in one writ, when he had had the view in another writ previously which was discontinued. The reason is that it is out of the Statute<sup>1</sup> which speaks of a certain point.

§ A man brought his writ against two persons, and demanded certain tenements by several præcipes; and now at this day one tenant appeared and the other was essoined as being in the King's service; and the bailiff of the Master of St. Leonard's said that the tenements demanded against that one were within the liberty of St. Leonard, wherefore he demanded the cognizance of the plea. — ALDEBURGH. If the tenements demanded against him who is essoined are geldable all this writ shall abate.—And the bailiff of the liberty and also the demandant say that all the tenements are within the liberty. — ALDEBURGH. He who is essoined, when he shall come may say that the tenements demanded against him are geldable, and if they are, all the writ will abate. —*Stouford*. Sir, you can not hold this plea in this Court, where you are informed that these tenements are within the liberty &c., nor give a day in this Court to him who now appears, when you see clearly that you ought not to have cognizance of the plea &c.— ALDEBURGH. If we

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<sup>1</sup> Westm. 2. 13 Edw. I. c. 48.

avera il toutz les profitz del maner tanqe il soit suy A.D. 1338. hors de sa mayn, pur ceo qe le tenant par ley dEngleterre est le tenant le seignur et ne mie le tenant celui a qi la reversion est.

§ Un bref dacompte fut porte en le countee de Ebor. Acounte. de ceo qil fut son baillif dun maner qe fut en le countee de Nicole; et le bref fut abatu par jugement; mes bref dacompte "de tempore quo fuit receptor de-  
"nariorum" serra assez bon qest porte en un countee, mes qe la resceite dount laccion est pris fut en autre countee.

§ Nota qe un homme avoit la vewe en un bref la ou il avoit la vewe en autre bref avaunt le quel fut discontinue. Ratio, qar cest hors destatut qe parle de certain point.

§ Un homme porta bref vers deux, et demanda certains tenementz par severals præcipes, et ore a cesti jour lun tenant apparust et lautre fut essone de service le Roi; et le baillif le Meistre Seynt Leonard dit qe les tenementz demandez vers celui sont deynz la franchise de Seynt Leonard, par quei il demanda la conisance de ceo plee.—ALD. Si les tenementz qe sount demandes vers cesti qest essone soient en Gildable, tut cesti bref abatera.—Et le baillif de la franchise et auxi le demandant diount qe toutz les tenementz sont deynz la franchise.—ALD. Celui qest essone, qant il vendra, poet dire qe les tenementz demandez vers lui sont en gildable, et si sic tut le bref abatera.—*Stouf.* Sire, vous ne poetz mie tenir ceo ple ceynz, la ou vous estis apriſ qe ceux tenementz sont deynz la franchise &c., ne doner jour &c. ceynz a celui qe apiert a ore, la ou vous veez bien qe vous ne devez mie avoir la conisance de plee &c.—ALD. Si nous

A.D. 1338. allow the cognizance of the plea to the liberty as to that præcipe, and afterwards in the other præcipe which remains in this Court the demandant is nonsuited, what will be done in your Court?—*Stouford*. Notwithstanding that he is nonsuited in one præcipe in this Court, he may prosecute the other præcipe in the court of the liberty &c.—And afterwards, in respect of the præcipe where the tenant appeared the cognizance was allowed.

*Mesne.*

§ One Richard brought his writ of Mesne against Robert, and said that tortiously he did not acquit him of the services which W. de M. Archbishop of York demanded from him.—*Pole*. A man who has a surname and also a name of dignity shall not be named by any other than his name of dignity; but now the writ says “W. de M. Archbishop of York;” judgment of the writ.—Nevertheless the writ was adjudged to be good.—*Pole*. Sir, whereas he supposes that R. is mesne between him and the Archbishop, R. says that the same tenements for which he demands the acquittance are not of the Archbishop’s fee, ready, &c.; judgment if he can maintain this writ against him.—*Stouford*. Then you do not deny that Richard holds the same tenements of Robert by the services we have stated, for which you ought to acquit him against all persons.—*Pole*. Then admit that the tenements are out of the Archbishop’s fee, and if so, the plea will lie in Richard’s mouth to say “out of his fee,” &c.—*Gayneford* dared not admit that: wherefore he offered to aver that the tenements were holden of the Archbishop, ready &c. And the other side said the contrary.

§ One T. brought his writ against W. and demanded certain tenements, and said that one R. gave the same tenements to one J. with his daughter in frank-marriage &c.; and he made the descent from John and A. to T. as son and heir, and from T. to this T. the present demandant as son and heir.—*Gayneford*. We say that

grantoms la conisance de plee a la franchise qant a A.D. 1338. cel præcipe, et apres en lautre præcipe qe demoert ceinz le demandant est nounsewy, quei serra fait en vostre court?—*Stouf.* Nient contresteaunt qil est nounsewy en lun præcipe ceinz, il poet suir avant lautre præcipe en la court de la franchise &c. Et apres en droit del præcipe la ou le tenant apparust la conisance fut grante.

§ Un Ricard porta bref de Meen vers Robert, et dit qe atort ne lui aquite des services qe W. de M. Ercevesqe de Ebor. lui demande.—*Pole.* Homme qad sournoun et noun de dignite il ne serra mie nome par autre noun qe par noun de dignite; mais ore le bref voet W. de M. Archepiscopus Ebor., jugement de bref. Nepurkant le bref fut agarde bon.—*Pole.* Sire, la ou il suppose qe R. est meen entre lui et lercevesqe, la dit R. qe mesme les tenementz des queux il demande laquitance ne sont mie del fee lercevesqe, prest &c.; jugement sil purra cesti bref vers lui meyntenir.—*Stouf.* Donques vous ne deditez mie qe Ricard ne tint mesme les tenementz de R. par les services com nous avoms dit, pur les queux vous lui devez aquiter vers totez gentz.—*Pole.* Conusetz donques qe les tenementz sount hors del fee lercevesqe, et si sic, le plee girreit en la bouche Ricard daver dit hors de son fee &c.—*Gaine.* nosa mie conustre cella; par quei il tendi daverer qe les tenementz furent tenuz del Ercevesqe, prest &c. Et alii e contra.

§ Un T. porta son bref vers W. et demanda certains tenementz, et dit qun R. dona mesme les tenementz a un J. ove A. sa fille en frank mariage &c., et fist la discente de Johan et A. a T. com a fitz et heir, et de T. a ceste T. com a fitz et heir qe ore demande.—*Gaine.* Nous dioms qe T. ne poet nul heir



A.D. 1338. T. can not be heir, for he was born before the espousals; judgment if he can demand anything as heir.—*Stouford* offered to aver that it was not so.—And the issue was received. And note, that this issue will be tried by the country and not be sent to the Bishop; as above &c.

Dower. § W. Laumpre and A. his wife brought a writ of Dower against J. de Affeton and Isabel his wife, and made their demand for a third part.—*Pole*. We say that this same A. heretofore received certain tenements in name of dower of the endowment of the same Robert of whose endowment this writ is brought by the assignment of this John against whom this writ is brought, and in the same vill where she now demands her dower; judgment of the writ.—*Trewith*. The Statute<sup>1</sup> does not provide that this writ ought to abate except in the case where the party can say that she has received certain tenements in the same vill in name of dower &c. by the assignment of those against whom this writ is now brought; but now this writ is brought against J. and Isabel his wife, and he does not allege that the assignment of dower was made except by J. only; wherefore we do not think that we ought to answer to that.—*HILLARY*. If you will abide judgment on this, the assignment of dower by John must be held as not denied by you.—*Trewith* dared not demur upon this; wherefore he said that by that assignment of dower this writ ought not to abate; for he said that at that time John was not seised of the tenements of which they now demand dower, but that one William was then tenant of the same tenements; wherefore &c.—*Pole*. Then you do not deny the assignment in the manner which we have stated &c.—*ALDEBURGH*. If thereon you will abide judgment, the Court will hold it not denied by you that W. de S. was then tenant of the same tenements.—*Pole* dared not demur on that; wherefore he vouched to warranty one T. the Chaplain, to be summoned &c.—*Trewith*. Heretofore you have

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<sup>1</sup> 3 Edw. I. c. 49.

estre, qar il naquit avant les esposailles; jugement sil A.D. 1338. purra rienz com heir demander.—*Stouf.* tendi daverer qe non; et lissue resceu. Et nota, ceste issue serra trie par pays et non mandari episcopo; ut supra &c.

§ W. Laumpre et A. sa femme porterent bref de Dower vers J. de Affeton et Isabele sa femme, et firent lour demande de terce partie.—*Pole.* Nous dioms qe mesme ceste A. avant ces hures receut certains tenementz en noun de dower dil dowement mesme celui [Robert de qi dowement cestui bref est porte del assignement cestui Johan]<sup>1</sup> vers qui cesti bref est ore porte, et en mesme la ville ou ele demande ore son dower, jugement de bref.—*Tre.* Lestatut ne donne pas qe cesti bref doit abatre fors qe en cas qe la partie purra dire qe ele ad resceu certains tenementz en mesme la ville en noun de dower &c. del assignement mesme ceux vers ceux cesti bref est ore porte; mes ore cesti bref est porte vers J. et Sibille sa femme, et il nallege lassignement de dower estre fait fors qe soulement par J.; par quei nentendoms pas qe devoms a ceo respondre.—*HILL.* Si vous voillez demorer sur ceo en jugement, il covient tenir a nient dedit de vous lassignement de dower estre fait par Johan.—*Tre.* nosa pas demorer sur ceo, par quei il dit qe par cel assignement de dower cesti bref ne dust abatre, qar il dit qe a cel temps Johan ne fut pas seisi des tenementz des ceux ils demandent ore dower, mais un William de S., fut adonqe tenant de mesme les tenementz, par quei &c.—*Pole.* Donqe vous ne dedites pas lassignement en la manere com nous avoms dit &c.—*ALD.* Si vous volez la demorer en jugement, donqe court tendra a nient dedit de vous qe W. de S. fut adonqe tenant de mesme les tenementz.—*Pole* nosa pas sur ceo demoerer, par quei il voucha a garrantie un T. le Chapelein, qe serra somons.—*Tre.* Avant ces hures

<sup>1</sup> The words in brackets are taken from I. and are not in T.  
Q 96a.

A.D. 1338. pleaded to oust us of an action by this writ, wherefore you shall not be received to vouch &c.—Nevertheless the voucher was accepted by the Court.—And I think that the exception is to the writ: for the Statute speaks thus, but let not the writ be abated by the exception of the tenant for that she has received from another than the tenant in her writ.

Waste. § Robert Bouser brought his writ of Waste against J. de Clarryng and Margery his wife: and the writ ran thus, "If R. Bouser shall make you &c. then summon &c. J. de C. and M. his wife that they be &c. to show why when by the common council of our kingdom<sup>1</sup> it is provided that it shall not be lawful for any one to made waste sale or destruction of lands houses woods or gardens demised to him for term of life, the said J. and Margaret, of the lands houses woods and gardens in Halstead and Markeshale which they hold for the life of the said Margaret of the aforesaid Robert, by an assignment which John de Suttone the younger, of whom the said J. de Clarryng and Margery held it for the same term, made thereof to John Bousser father of the said Robert, whose heir he is, have made waste sale and destruction to the disherison of the said Robert and against the form of the aforesaid provision, as he says &c."—*Gayneford* counted, and in his count he followed his writ, and said moreover how on a certain in a certain year a fine was levied of certain tenements between J. de Suttone the elder and J. de Suttone the younger, by which fine John de Suttone the elder acknowledged the tenements to be the right of J. de Suttone the younger, as that which he had of his gift, and for that acknowledgment J. de Suttone the younger granted and rendered the same tenements to J. de Suttone the elder to hold for his life of him and his heirs, rendering yearly to him and his

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<sup>1</sup> 52 Hen. III. c. 23.

vous avez plede de nous ouster daccion qar cesti bref, A.D. 1338.  
 par quei vous ne serrez mie resceu de voucher &c.  
 Nepurkant le voucher fut accepte de court; et credo  
 qe lexeccion est a bref; qe lestatut parle issint, mes  
 ne soit abatu bref par excepcion del tenant pur ceo  
 qe ele ad resceu de autre qe de tenant en son bref.

§ Robert Bouser porta son bref de Wast vers J. de  
 Clarryng et Margerie sa femme; et le bref fut tiel,  
 " Si R. Bouser fecerit &c. tunc summe &c. J. de  
 " C. et M. uxorem ejus quod sint &c. ostensuri quare  
 " cum de communi consilio regni nostri provisum sit  
 " quod non liceat alicui vastum venditionem seu de-  
 " structionem facere de terris domibus boscis gardinis  
 " sibi dimissis ad terminum vitæ, iidem J. et M. de  
 " terris domibus boscis et gardinis in Halstede et  
 " Markeshale quæ tenent ad vitam ipsius M. de pre-  
 " fato R. ex assignatione quam Johannes de Suttone  
 " junior de quo predicti J. de C. et M. illam tenue-  
 " runt ad eundem terminum inde fecit Johanni Busser  
 " patri predicti R. cujus heres ipse est fecit vastum  
 " venditionem et destructionem ad exheredationem  
 " ipsius Roberti et contra formam provisionis pre-  
 " dictæ, ut dicit &c."—*Gaine. counta*, et en sa narra-  
 cion pursuy son bref, et dit outre coment certain jour  
 et an fin se leva des certains tenementz entre J. de  
 Suttone leisne et J. de Suttone le pusne, par quel fin  
 Johan de S. leisne conust les tenementz estre le droit  
 J. de S. le puisne com ceo qil avoit de son doun, et  
 pur cele reconisance J. de S. le puisne granta et rendi  
 mesme les tenementz a J. de S. leisne a tenir a tote  
 sa vie de lui et de ses heirs, rendant par an a lui et

A.D. 1338. heirs 6*l.*, and that after the death of J. de Suttone the elder the same tenements should remain to this same Margery who is now the wife of J. de Clarring, to hold for her life if she should survive J. de Suttone the elder, rendering by the year as above; and he said that afterwards, on such a day in such a year &c., a fine was levied of the same tenements between J. de Bousser father of this same Robert, whose heir he is, and J. de Suttone the younger, by which fine J. de Suttone the younger acknowledged the same tenements to J. de Bousser, and granted that the same tenements which J. de Suttone the elder held of his heritage, for the term of his life, and which after his death and the death of Margery now the wife of John de Clarryng ought to revert to him, should remain to J. Bousser and his heirs for ever; and he said that J. de Suttone the elder was ready in court, and attorned to J. de Bousser; and he said that after the death of J. de Suttone the elder, J. de Clarryng and Margery his wife attorned to J. Bousser for their fealty and for the rent; and afterwards he assigned the waste.—*Pole.* The count is not warranted by the writ; for the writ states that J. de Clarryng and Margery his wife now hold of R. Bousser by the assignment which J. de Suttone the younger of whom the aforesaid J. de Clarryng and Margery his wife held &c., and thereby the writ supposes that J. de Clarryng and Margery his wife held the same tenements of J. de Suttone the younger; and by his count he has said that at the time when the fine was levied between J. Bousser and J. de Suttone the younger, by which fine J. de Suttone the younger divested himself of the reversion in favour of J. Bousser, J. de Suttone the elder was tenant of the same tenements and that he attorned to J. Bousser; and thereby he has shown that J. de Clarryng and Margery his wife never held the tenements of J. de Suttone the younger, for he had divested himself before they were tenants; where-

a ses heirs vi. livres, et qe apres le deces J. de S. A.D. 1338. leisne qe mesme les tenementz remeindreint a mesme ceste M. qest ore la femme J. de Clarring a tenir a tote sa vie si ele survesquy J. de Suttone leisne, rendant par an ut supra; et dit qe apres, tiel jour tiel an &c., fin se leva de mesme les tenementz entre J. de Busser pere cesti R., qi heir il est, et J. de Suttone le puisne, par quel fin J. de Suttone le puisne conust mesme les tenementz a J. de Busser, et granta qe mesme les tenementz qe J. de Suttone le eisne tynt de son heritage a terme de sa vie et les queux apres son deces et apres le deces M. qest ore la femme Johan Claryng a lui dussent revertir, remeindreint a J. Busser a lui et a ses heirs a toutz jours; et dit qe J. de S. leigne fut prest en court, et attourna a J. de B.; et dit qe apres la mort J. de Suttone le eisne, J. de Clarring et M. sa femme attornerunt a J. Busser de lour fealte et de la rente; et apres il assigna le wast.—*Pole.* Le counte nest pas garranti de bref; qe le bref voet qe J. de C. et M. sa femme tiegnent a ore de R. Busser del assignement qe J. de S. le puisne, de qi les avantditz J. de C. et M. sa femme tindrent, &c., et par tant le bref suppose qe J. de C. et M. sa femme tyndrent mesme les tenementz de J. de S. le puisne, et par son count il ad dit qe al temps qant la fin se leva entre J. Busser et J. de S. le puisne, par quel fin J. de S. le puisne se demist de la reversion a J. Busser, qe adonques J. de Suttone le eisne fut tenant de mesme les tenementz et qil attourna a J. Busser, et par tant il ad mustre qe J. de C. et M. sa femme ne tyndrent unques les tenementz de J. de S. le puisne, qar il se avoit demis avant ceo qils furent tenantz; par quei

A.D. 1338. fore we demand judgment of the variance between the writ and the count.—*Trewith*. In my case I cannot have any other count; and then you cannot take a challenge for variance between the writ and the count if you cannot give another writ; but we cannot have another writ. And as to your statement that we have shown by the count that J. de Clarryng and Margery his wife never held of J. de Suttone the younger because when he devested himself of the reversion J. de Suttone the elder was tenant of the tenements, to this I answer you thus, that although J. de Clarryng and Margery his wife were not tenants actually yet they were tenants potentially; for as soon as J. de Suttone the elder had an estate in the tenements by the fine, an estate accrued to Margery for the term of her life if she survived him, and so she was tenant to J. de Suttone the younger: and the reversion did not belong to her until after his death; and besides, in the lifetime of John de Suttone the elder Margery might have forfeited as regards John de Suttone the younger; for if she had brought a writ of Waste against J. de Suttone the elder and had supposed the reversion to be limited to her in fee simple, she would have forfeited his estate to J. de Suttone the younger, and consequently she would be adjudged tenant in law. And in case I bring my writ of Waste against one, and suppose that he has committed waste in tenements which he holds of me for the term of his life, whereas he does not hold of me but of the chief lords of the fee, yet the writ shall be maintained because the reversion after his death belongs to me; as in case my father purchases tenements to hold to him and my mother and to his heirs, after the death of my father my mother shall hold of the chief lord of the fee, and I shall maintain my writ of Waste against my mother saying that she has committed waste in tenements which she holds of me. And besides this, if a writ be brought against J. de Clarryng and Margery

nous demandons jugement de la variance entre bref A.D. 1338. et count. — *Tr.* En mon cas jeo ne puisse aver autre counte, qe adonques vous ne poez mie prendre challenge entre bref et counte de la variaunce si vous ne puissetz doner altre bref; mes altre bref nous ne poms aver; et a ceo qe vous ditez qe nous avoms mustre par counte qe J. de C. et M. sa femme ne tindrent unques ne J. de S. le puisne pur ceo qe al temps qil se demist de la reversion J. de S. le eisne fut tenant des tenementz, a ceo jeo vous respoigne en tiele manere, qe coment qe J. de C. et M. sa femme ne furent mie tenantz in actu, nepurkaunt ils furent tenantz in potentia, qe auxint tost qe J. de S. le eisne avoit estat en les tenementz par la fin, estat acrust a M. pur terme de sa vie si ele lui survesqui, issint fut ele tenant a J. de S. le puisne; [et la reversion ne fuist pas a luy tanqe apres sa mort: et ovesqe ceo, en la vie Johan de Suttone leyne Margerie poet aver forfait vers Johan de Suttone le puisne]<sup>1</sup> qar si ele ust porte un bref de Wast devers J. de S. le eisne et ust suppose le reversion taille a lui en fee simple, ele ust forfait son estat devers J. de S. le puisne, et per consequens ele serroit ajugge tenant en ley; et en cas jeo portera mon bref de Wast devers un, et suppose qil ad fait wast de tenementz qil tynt de moi a terme de sa vie, ou il ne les tynt pas de moi eynz des chiefs seignurs de fee, et le bref serra meyntenu par cause de ceo la reversion est a moi apres son deces, com en cas si mon pere purchase tenementz a lui et a ma miere et a ses heirs, apres la mort mon pere ma miere tendra de chief seigneur de fee, et jeo meyntendray mon bref de Wast vers ma miere et dirra qele ad fait wast des tenementz qil tient de moy; et ovesqe ceo si bref fut

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<sup>1</sup> The passage in brackets is taken from I and is not in T.



A.D. 1338. his wife demanding the same tenements, their entry shall be supposed to have been by J. de Suttone the younger immediately without any mention of the estate of J. de Suttone the elder.—BASSET. From what you say it follows that you should have counted that J. de Suttone the younger granted the reversion of the same tenements &c. after the death of Margery without mentioning the estate of J. de Suttone the elder.—*Trewith.* Sir, if I had counted in that manner, the fine which I have put forward, which proves the assignment, would have abated my count: and besides this, if I had mentioned nothing of J. de Suttone the elder it would be a good answer for them to have said that they did not ever attorn to J. Bousser: but it is not so here; for the attornment of J. de Suttone the elder suffices for everything &c.—And afterwards a day was given over.

Trespass. § John de F. brought his writ of Trespass against W. de P. and Elizabeth his wife and Joan the daughter of W. and several others: and now at this day W. Elizabeth and Joan came and the others came not; wherefore John counted against those who came, and counted that on a certain day in a certain year they beat him &c. and took and imprisoned him &c. until he paid a fine to them of 100*l.* &c.—*Pole* defended and said, You have here Joan who tells you that he can not maintain this writ against her, for she says that she is his wife; judgment of the writ.—*Trewith.* What do the others answer? —*Pole.* I think that if this writ abates as to Joan it will abate as to all &c.—*Trewith.* The writ is not abated yet: and the law is that the plaintiff shall be answered first of all before he reply to any plea; wherefore as to those against whom we have counted and who do not answer we pray judgment of them as undefended &c.: for if I bring an assise of Novel Disseisin against several, and the tenant plead in bar of the assise, the others who are named in the writ shall answer, or I shall have the assise against them by their default, because they say nothing, before I shall be put to plead to the plea of the

porte vers J. de C. et M. sa femme a demander mesme A.D. 1338. les tenementz, lour entre serra suppose par J. de S. le puisne immediate sanz rien parler del estat J. de S. le eisne &c.—BASSET. De vostre dit il enseut qe vous dussez aver counte qe J. de S. le puisne granta la reversion de mesme les tenementz &c. apres la mort M. sanz rien parler del estat J. de S. eisne.—*Tre.* Sire, si jeo usse counte par la manere, la fin qe jai mis avant qe prove lassignement ust abatu mon counte; et ovesqe ceo si jeo nusse rien parle de J. de S. leisne il serroit bon respouns a eux a dire qils ne furent mie attournez a J. Busser; mes il nest pas icy; qar lattournement J. de S. leisne suffit pur tut &c. Et apres, jour fut done outre.

§ Johan de F. porta son bref de Trespas vers W. de P. et Elizabeth sa femme et Johane la fille W. et plusurs autres; et ore a cesti jour W. E. et J. vindrent et les autres ne vindrent pas; par quei Johan counta vers ceux qe vindrent qe certain jour et an lui baterent &c. et lui pristrent et enprisonerent &c. tanqe il ust fait fin a eux de c. livres &c.—*Pole* defendi, et dit, Vous avez cy Johane qe vous dit qil ne poet ceste bref vers lui meyntenir, qe ele dit qele est sa femme, jugement de bref.—*Tr.* Quei responent les autres?—*Pole.* Jentenk qe si cesti bref abate vers Johane qil abatera vers toutz &c.—*Trew.* Le bref nest pas abatu unqore; et ceo est ley qe le pleintif serra respondu primes de toutz qe venent avant ceo qil respoundra a nul plee; par quei devers ceux vers ceux nous avoms counte qe ne responent pas nous demandoms jugement de eux com noun defenduz &c.; qar si jeo porte une assise de novele disseisine vers plusurs, et le tenant plede en barre dassise, les autres qe sont nommes en le bref respondront, ou javerai lassise vers eux par lour defalte, pur ceo qils ne diount riens, avant ceo qe jeo serrai mys de pleder al plee le

A.D. 1338. tenant &c.—SCHARSHULLE. He thinks that if Joan had pleaded your release the others would not have been driven to answer, and the writ would abate as to all: in like manner if Joan is your wife the writ will abate as to all.—*Trewith*. It is not a similar case; for a release made to one who is named in the writ forecloses me from an action against all; but it is not so here where the plea is only in abatement of the writ &c.—And afterwards *Pole* said, for the others, Not guilty, ready &c.—And the other side said the contrary.—*Trewith*, for the plaintiff, said that Joan was not his wife joined to him in lawful matrimony, ready &c. where I ought to aver it.—HILLARY. If she be held and acknowledged as your wife the writ shall abate as to her: for if you be joined, but not in lawful matrimony, you may make a divorce, but ever previously she shall be held to be your wife.—*Trewith*. Sir, we think that whereas she is party to us in the plea, the issue between us shall be in the right, so that the judgment shall be final; otherwise it will follow that she will now be found by the Inquest to be my wife, and after my death if she bring her writ of dower, it will be a good answer to foreclose her to say that she was never joined in lawful matrimony, and thus it will be certified by the Bishop.—HILLARY. It may be tried here; and you shall have here no other issue except by the Inquest &c. Wherefore he (*Trewith*) said, that she was not his wife, ready &c.—And the other side said the contrary.—And the fact was that John was compelled by force to marry her, and never afterwards assented to it.

Formedon. § One R. brought his writ against J. Sapy and Isabel his wife, and demanded certain tenements of the gift made to his ancestor.—*Asshe*. J. and Isabel his wife say that W. brought his writ of Right against them and demanded the same tenements in the court of Henry de Percy, and afterward the plea was by the sheriff removed into the County Court, and by the Pone was removed into this Court; wherefore at the Quinzein of St. Michael

tenant &c.—SCH. Il entent si Johane ust plede vostre A.D. 1338.  
 reles les autres ne serreiont pas chace de respondre,  
 et le bref abatera vers toutz; en mesme la manere si  
 Johane est vostre femme le bref abatera vers toutz.—  
*Trew.* Il nest pas semblable; qe reles fait a un qest  
 nome en un bref moi forsclost daccion vers toutz;  
 mes icy nest ceo pas la ou le ple nest fors qen abate-  
 ment de bref &c.—Et apres, *Pole* dit, pur les autres,  
 de rienz coupable, prest &c. Et alii e contra.—*Trew.*  
 pur le pleintif, dit qe Johane ne fut pas sa femme  
 acouple a lui en leal matrimoni, prest &c. ou averer  
 le doi.—*HILLARY.* Si ele soit tenuz et conu pur vostre  
 femme le bref abatera vers lui; qar si vous soiez  
 acouple, et ne mie en leal matrimoni, vous poez faire  
 devors, mes tut temps avant ele serra tenuz vostre  
 femme.—*Tre.* Sire, nous entendoms qe la ou ele est  
 partie a nous en le plee qe lissue entre nous serra en  
 le droit, issint qe le jugement serra final; et altre-  
 ment il ensuera qele serra ore trove par enqueste ma  
 femme, et apres mon deces si ele porte son bref de  
 dower il serra bon respouns de la forsclore a dire qe  
 unqes acouple en leal matrimoni, et issint serra certi-  
 fie par levesqe.—*HILLARY.* Il poet estre icy, et vous  
 naverez ci autre issue fors qe par enquest &c. Par  
 quei il dit qe nient sa femme, prest &c. Et alii e  
 contra. Et le cas fut qe Johan fut chace a force de  
 la esposer et unqes en apres ne se purra assentir.

§ Un R. porta son bref vers J. Sapy et Isabele sa  
 femme et demanda certains tenementz del doun fait a  
 son auncestre.—*Assh.* J. et Isabele sa femme diont  
 qe W. porta son bref de droit vers eux et demanda  
 mesme les tenementz en la court Henri de Percy, et  
 apres la paroule par le vicomte remue en countee, et  
 par le pone remue ceynz; par quei a la Quinzeine de  
 Seynt Michel drein passee mesme ceux J. et Isabele

A.D. 1338. last past the said J. and Isabel his wife joined the mise, and after the mise was joined they lost the tenements by final judgment, so they can not render his demand; wherefore we demand judgment of this writ.—*Kelshulle*. He does not say that the writ of Right which he mentions was of earlier date than our writ is, nor does he say that the tenements were recovered out of his hands by action tried &c.; wherefore we demand judgment.—*HILLARY*. He does not say precisely either one or the other; and perchance he thinks that whether it was one or the other the writ will abate: and if you think that the writ of Right was of later date than this writ is, and also that the judgment was not given upon the right tried, and wish to take advantage of it, you can say so &c.—*Kelshulle*. We demand judgment since he does not say that the writ of Right was of earlier date than this writ is, nor does he deny that they were tenants on the day of the purchase of this writ; and [we say] that the judgment which they mention was given on their withdrawal after the mise was joined, which was their own act, and by agreement between the demandant and them, which act ought not to abate our writ; wherefore we demand judgment.—*ALDEBURGH*. Still you do not say by your plea that the writ was not of later date than this writ is &c.—*Stouford*. Sir, we have said that the tenements were recovered against us by a judgment given in a writ of Right after the mise was joined, by which judgment our tenancy was defeated as to us and our heirs for ever, which recovery ought to abate this writ because we can not render his demand; wherefore we demand judgment of this writ: and if the Court sees that the writ is sufficiently good, we are ready to answer.

Waste. § Gilbert fitz-Stephen brought his writ of Waste against Isabel de Peverelle, and said that she had committed waste in certain tenements which she held for her life by lease from Richard the father of Gilbert, whose heir he is; and Isabel put forward the

sa femme joignerent la mise, et apres la mise joint ils A.D. 1338. perderunt les tenementz par jugement final, issint qils ne pount sa demande rendre ; par quei nous demandoms jugement de ceo bref.—*Kels.* Il ne dit pas qe le bref de droit de quei il parle fut de eisne date qe nostre bref nest, ne il ne dit pas qe les tenementz furent recoveriz hors de sa mayn par accion trie ; par quei nous demandoms jugement.—*HILLARY.* Il ne dit prescise ne lun ne lautre ; et par cas il entend le quel ceo fut un ou autre qe le bref sabatera ; et si vous entendez qe le bref de droit fut de puisne date qe cesti bref nest, et auxint qe le jugement ne fut pas rendu sur droit trie, et par taunt aver avantage, vous le poez dire &c.—*Kels.* Nous demandoms jugement del hure qil ne dit pas qe le bref de droit fut de eisne date qe cesti bref nest, ne il ne dedit pas qils ne furent tenantz jour de cesti bref purchace, et [nous dioms] qe le jugement de quei ils parlent fut rendu sur lour retret apres la mise joynt, qe fut lour fait demene, et par consent entre le demandant et eux, le quel fait ne doit abatre nostre bref ; par quei nous demandoms jugement.—*ALD.* Uncore vous ne dytez pas par vostre plee qe le bref ne fut de puisne date qe cesti bref nest &c.—*Stouf.* Sire, nous avoms dit qe les tenementz sunt recoveriz devers nous par un jugement qe se tailla en bref de droit apres la mise joynt, par quel jugement nostre tenance defait devers nous et nos heirs a toutz jours, le quel recoverir doit abatre cesti bref, pur ceo qe nous ne poemes sa demande rendre ; par quei nous demandoms jugement de cesti bref ; et si Court veie qe le bref est assez bons, nous sumes prest a respondre.

§ Gilbert de fitz Estevene porta son bref de Wast vers Isabele de Peverelle, et dit qele avoit fait waste en certains tenementz qe ele tynt a terme de sa vie dil lees Ricard pere G., qi heir il est ; et Isabele mist

A.D. 1338. deed of Richard which stated that he had given the tenements to her in fee-tail; and (said she) we demand judgment if this writ lies against her. And Gilbert denied the deed; wherefore the "venire facias" issued, returnable now.—*Pole* said that Gilbert ought not have an action, for he said that he himself, by this deed which is here, released and quitclaimed to Isabel and her heirs for ever all the right which he had in the same tenements, pending this writ and since the pleading of the plea, and we demand judgment if he can have an action. And he put forward the deed.—*Trewith*. Heretofore she put forward the deed which stated that Richard had given the tenements to her in fee-tail &c., which deed Gilbert denied, and thereupon issue on the plea was taken between them; wherefore we do not think that she shall be received to employ another deed at another time against us to foreclose us of an action.—*HILLARY*. Your reason would hold if the release and the other deed were to the same effect; but by the first deed she only claims to have a fee-tail, and now by the other deed she claims to have the fee simple, so you ought to answer to this deed: wherefore, is it your deed or not?—*Trewith* denied the deed, ready &c.—And *Pole* prayed that the first deed might be delivered to Isabel. And the Court granted it to him.

§ Note. In a plea of land the tenant vouched one to warranty, and said that he was under age and prayed that the parole might demur until his full age. And the demandant said that he was of full age, and prayed that he might be viewed by the Court. And a writ issued to the sheriff to cause him to come, and was prosecuted until the great Distress; and then the sheriff returned that he had nothing whereby he could be distreined: wherefore *Pole* prayed, for the demandant, a re-summons against him.—*STONORE*. This you can not have, because he is not a party to you, nor shall you have an averment concerning his age, for that shall be adjudged by inspection by the Court. But if you will admit that he is

avant le fet Ricard qe voleit qil avoit done les tene- A.D. 1338.  
mentz a lui en fee taille, et demandoms jugement si  
cesti bref vers lui qise. Et G. dedit le fait, par guei  
le "venire facias" issist retornable a ore.—*Pole* dit qe  
G. ne deit accion aver, qe il dit qil mesme par ceo fet  
qe cy est ad relesse et quiteclame a Isabele et a ses  
heirs a toutz jours tut le droit qil avoit en mesme les  
tenementz, pendant cesti bref et puis le plee plede;  
et demandoms jugement sil purra accion avoir. Et  
mist avant le fait.—*Trew.* Avant ces hures ele mist  
avant le fait qe voleit qe Ricard avoit done les tene-  
mentz a lui en fee taille &c., le quel fait G. dedit, et  
sur ceo issue de plee fut prise entre eux; par quei  
nentendoms pas qe ele serra resceu de user autre fait  
altre foithe devers nous de nous forsclore daccion.—  
HILLARY. Vostre resone tendra lieu si le relees et  
lautre fait furent dun mesme effecte; mais par le  
primer fait ele ne clame aver fors qe fee taille, et ore  
par lautre fait ele clayme daver fee simple; par quei  
vous devez respondre a ceo fait; par quei est ceo  
vostre fait ou ne mie?—*Trew.* dedit le fait, prest &c.  
Et *Pole* pria qe le primer fait fut deliveres a Isabele,  
et la Court lui graunta.

§ Nota, en plee de terre le tenant voucha a gar-  
rantie un, et dit qil fut deynz age et pria qe la  
paroule demorast tanqa son age. Et le demandant qil  
fut de plein age, et pria qil fut vew de Court. Et  
bref issist a vicomte de lui faire venir; et suy tanqal  
grant destresse; et donques le vicomte retourna qil  
ne avoit rienz ou il pout estre destreint: par quei  
*Pole* pria, pur le demandant, un resomons vers lui.—  
STONORE. Ceo ne poez vous mie aver, pur ceo qil  
nest pas partie a vous, ne vouz naverez mie avere-  
ment sur son age, qar cella serra ajugge par inspec-  
cion de Court; mes si vous voillez granter qil est



A.D. 1338. under age and allow the parole to demur without day, you can afterwards have a re-summons.—*Pole*. Sir, although it be so, yet I shall have a re-summons only against the tenant; and when he shall come he will vouch him and say, as before, that he is under age, and so I shall never get to the end &c.—*Quære* what shall be done in this case in aid-prayer.

Dower.

§ Thomas de Appale and Muriel his wife brought their writ of Dower, against R. le Bray, of the endowment of Hugh de St. John formerly the husband of Muriel &c.—*Pole*. They ought not to have dower; for we say that on a certain day in a certain year a covenant was entered into between J. le Bray, the father of this same R., whose heir he is, on the one part, and Hugh de St. John on the other part, by this deed indented which is here, by which deed Hugh granted that although he was enfeofed of certain tenements by John le Bray, being the same tenements of which they demand dower, if John le Bray or his executors should pay five marks before a certain day to Hugh de St. John or his heirs or executors, it should be lawful for John to enter on the same tenements and that the charter of feoffment should be considered void; and that if John or his heirs should not pay the money and Hugh or his heirs should pay to John or his heirs or executors within the same period 400 marks, then the charter should remain in force, and Hugh should remain enfeofed to him and his heirs for ever: and it said moreover that if it happened that John or his heirs did not pay the moneys &c., and Hugh or his heirs did not pay the 400 marks &c., then John and his heirs might enter and the estate of Hugh and his heirs should be annulled. And he said moreover that before the day appointed for payment John paid the five marks to Hugh's executors, wherefore he entered on the land &c.: and we demand judgment &c. if of the estate of Hugh which was so annulled and defeated by the fulfilling of the condition they can de-

deinz age et soefrir la paroule demorer sanz jour, apres A.D. 1338. vous poez aver un resomons. — *Pole*. Sire, tut soit il issint, oncore jeo navera forsque un resomons fors que vers le tenant; et qant il vendra il lui vouchera et dirra qil est de plein<sup>1</sup> age com avant, et issint naven-dra jeo jammes a la fin &c. Quære quei serra fait en ceo cas en eide prier.

§ Thomas de Appale et Muriel sa femme porterent leur bref de Dower vers R. le Bray<sup>2</sup> del dowement Hugh de Seynt Johan jadis baron Muriel &c. — *Pole*. Ils ne deivont dower aver; qar nous dioms qe certain jour et an covenant se prist entre J. le Bray, pere cesti R. qi heir il est, dune part, et Hugh de Seynt Johan dautre part, par ceo fait endente qe cy est, par quel fait Hugh granta qe tut fut il enfeffe de certains tenementz par Johan le Bray, qe sount mesme les tenementz des queux ils demandent dower, qe si Johan le Bray ou ses executours paye ou payent v. marcz deynz un certain jour a Hugh de Seynt Johan ou a ses heirs ou a ses executours, qil lirra a Johan dentrer mesme les tenementz et qe la chartre de feffement fut tenuz pur nul; et si Johan ne ses heirs ne payassent pas les deners, et Hugh ou ses heirs paiassent a Johan ou a ses heirs ou a ses executours deynz mesme le temps cccc. marcz, qe adonques la chartre demoert en sa force, et H. demoreit feffe a lui et a ses heirs as toutz jours: et dit outre qe sil avensist qe Johan ou ses heirs ne paiassent pas les deners &c. ne Hugh ne ses heirs ne paiassent pas les cccc. marcz &c. qe adonques J. et ses heirs poieount entrer, et qe lestat Hugh et ses heirs serra anienty: et dit outre qe deynz le jour de payement assiz qe J. paya les v. marcz a les executours Hugh, par quei il entra la terre &c.; et demandoms jugement &c. si del estat Hugh qe fut issint anienti et defait par la condicion accompli puissent dower

<sup>1</sup> I. deynz.  
Q 986.

| <sup>2</sup> I. Gray.

A.D. 1338 mand dower. And he put forward the deed indented which witnessed the condition, and also the acquittance by the executors which witnessed that they had received the five marks.—And note that in the King's Bench was this case, that one W. had enfeoffed Roger of certain land to hold to him and his heirs for ever on condition that if W. paid to Roger so much money on a certain day he might recover his land &c., and if W. did not pay it to Roger and Roger should pay to W. so much &c. by the same day he should remain enfeoffed to him and his heirs for ever according to the purport of the charter; and W. did not pay the money, and Roger did not pay &c., and W. entered on the tenements and ousted Roger, whereupon Roger brought the assise, and this was found true, wherefore Roger recovered his seisin &c.—*Kelshulle* offered to aver that Hugh was seised of the same tenements since the espousals, so that dower &c.—HILLARY. He has admitted the seisin of your husband, of which he thinks that you are not dowable; and upon this he is willing to abide judgment; wherefore if you will have the averment you ought to say that he had an estate other than that which he has admitted.—*Kelshulle*. He was seised since the espousals in his demesne as of fee, and of another estate than by the condition, ready &c.—*Trewith*. Will you say that he had another estate than by the condition without this that he had any estate by the condition?—HILLARY. He has no need to say that; for if he had another estate in fee since the espousals than by force of the condition, although he had an estate by condition, yet the wife would be endowed.—And afterwards the averment was received that he had another estate, since the espousals, in his demesne as of fee, than by force of the condition, ready. And the other side said the contrary.—And note here, that by payment of the money to the executors the tenancy in law was destroyed in the person of the heir without paying the money to him &c. Quære if it would be so without paying anything

demander; et mist avant le fait endente qe tes- A.D. 1338.  
moigna la condicion, et auxint acquittance de les ex-  
ecutours qe tesmoigna qils avoint resceu les v. marcz.  
Et Nota qen baunk le Roi un tiel cas fut, qun W.  
avoit enfeffe Roger de certeine terre a lui et a ses  
heirs a toutz jours, sur tiel condicion qe si W. paya  
a Roger taunt de deners a certain jour qil pout reen-  
trer sa terre &c.; et si W. ne payast pas a Roger et  
Roger payast a W. tant &c. deynz mesme le jour qil  
demorreit feffe a lui et a ses heirs a toutz jours  
solonc le purport de la chartre; et W. ne paya mie  
les deners, ne Roger ne paya pas &c, et W. entra les  
tenementz et ousta Roger, par quei Roger porta lassise,  
et cest verite trove, par quei Roger recoveri sa seisine  
&c.—*Kels.* tendi daverer qe H. fut seisi de mesme  
les tenementz puis les esposailles qe dowere &c.—  
HILLARY. Il ad conu la seisine de vostre baron de la  
quele il entende qe vous nestes pas dowable, et sur  
ceo voet il demorer en jugement; par quei si vous  
voillez aver laverement vous devez dire qil avoit  
autre estat qe cel qil ad conu.—*Kels.* Il fut seisi pus  
les esposailles en son demene com de fee, et daltre  
estat qe par la condicion, prest &c.—*Tr.* Voillez vous  
dire qil avoit autre estat qe par la condicioun sanz  
ceo qil navoit nul estat par la condicion?—HILLARY  
Il nad mie mester a dire ceo, qe sil avoit autre estat  
de fee puis les esposailles qe par force de la con-  
dicion, tut ust il estat par la condicion la femme  
serra dowe. Et apres laverement fut resceu qil  
avoit autre estat puis les esposailles en son de-  
mene com de fee qe par force de la condicion,  
prest &c.—Et alii e contra.—Et nota hic qe par  
payement de deners fait a les executours la ten-  
ance en ley fut anienty en la persone le heir sanz  
payer les deners a lui &c. Quære sil serra issint

A.D. 1338. to the executors if they were to give an acquittance for the money and acknowledge by their deed that they had received it &c. And it was said that it would be so, in Michaelmas term in the 13th year by WILBY and other Justices.

Wardship. § One W. brought his writ of Wardship against R. and demanded only the wardship of the body &c.—*Pole*. R. says that John leased the wardship of so much land and of the body &c. to him and to one Richard, so he has nothing in the wardship except in common with Richard, nor had he on the day of the purchase of the writ, and he (Richard) is not named &c.; and he put forward the deed of lease &c.—HILLARY said that he might well get to that plea without putting forward the deed &c.—*Kelshulle*. We say that Robert was the first who abated on the wardship after the death of the tenant, without this that he has anything in the wardship by lease from John, or had on the day of the purchase of the writ &c.—*Pole*. To this averment R. can not be a party without Richard, wherefore we pray a writ to garnish Richard &c. And afterwards, *Kelshulle*, because he could not have that averment, offered to aver that on the day of the purchase of this writ Robert alone disturbed him in the wardship, ready &c.—*Pole* offered to aver that he had nothing except in common with Richard, ready &c.—And the averment was received.—And *Pole* prayed a writ to garnish Richard to be party to this issue, and the Court would not grant it to him.

§ One G. brought a writ against the executors of Richard his father, whose heir he is, and demanded from them a charter in which was contained that one J. Enefeld enfeoffed Richard his father of 40 acres of land in F., to hold to him and his heirs for ever, which land he held as heir of his father, and which charter came into the hands of the executors after the death of his

sanz rienz payer a les executours sils facent acquit- A.D. 1338.  
 ance de les deners et conusent par lour fait qils unt  
 resceu &c. Et dictum est quod sic, infra Michaelis  
 xiii. per WILBY et alios Justiciarios.

§ Un W. porta son bref de Garde vers R. et de-  
 manda soulement la garde de corps &c.—*Pole*. R. dit  
 qun Johan lessa la garde de tant de terre et de corps  
 &c. a lui et a un Ricard, issint nad il riens en la  
 garde sinoun en comune ove Ricard, ne avoit jour de  
 bref purchace, nient nome &c.; et mist avant fait  
 del lees &c.—*HILLARY* dit qil avendreit bien a ceo  
 plee sanz mettre avant fait &c.—*Kels*. Nous dioms qe  
 Robert fut le primer qe se abati en la garde apres le  
 mort le tenant sanz ceo qil nad riens en la garde del  
 lees Johan ne avoit jour de bref purchace, prest &c.—  
*Pole*. A ceste averement R. ne poet estre partie sanz  
 Ricard, par quei nous prioms bref a garnir Ricard &c.  
 —Et apres *Kels*., pur ceo qil ne pout pas aver cel  
 averement, tendi daverer qe jour de cesti bref pur-  
 chace, Robert fut soul son destourbour de la garde,  
 prest &c.—*Pole* tendi daverer qil navoit riens fors qen  
 comune ove Ricard, prest &c. Et laverement fut  
 resceu. Et *Pole* pria bref de garnir Ricard destre  
 partie a ceste issue, et la Court ne lui voleit pas  
 granter.

§ Un G. porta son bref vers les executours Ricard  
 son pere, qi heir il est, et demanda vers eux une  
 chartre en la quele fut contenuz qe un J. Enefeld  
 enfeffa Ricard son pere de xl. acres de terre en F., a  
 lui et a ses heirs a toutz jours, la quele il tynt com  
 heir de son pere, et la quele chartre devynt en meyns  
 des executours apres la mort son pere; et dit issint

A.D. 1338. father; and he said that thus it pertained to him to have the charter because he held the land. — *Pole*. We say that John enfeoffed Richard his father according to the conditions of this indenture, to-wit that whenever John or his heirs should pay to Richard or his heirs or executors 40*l.*, then it should be lawful for John or his heirs to re-enter on the land, and that the charter should be held void: and we tell you that Richard in his testament devised the said 40*l.* to be paid to the Prior of Swynland; wherefore we demand judgment, since that by payment of the money to the executors the charter would lose its force, if he can have an action against them to demand the same charter &c.—And because the executors could not deny that G. was seised of the land as heir of Richard, and they did not say that the money was paid to them or that they had an action to demand the money, therefore it was adjudged that the charter should be delivered to G. And *Pole* prayed that his plea might be entered on the roll, so that the executors might be without damage with regard to J. or his heirs if they wished afterwards to pay the money; and the Court granted his request.

§ The Abbat of St. Albans brought his writ against Richard de Wyggenhale and demanded certain tenements of which he disseised his predecessor &c. — *Trewith*. The Abbat can not demand anything, for he has received his fealty; judgment &c. — HILLARY. This is not a Jure de utrum, wherefore consider whether you will demur on this.—*Trewith* did not dare demur on this; wherefore he said that he did not disseise him, ready &c. —And the other side said the contrary.

§ One John brought his writ against W. and A. his wife; and W. made default; wherefore A. prayed to be received; and she was received, and said that one R. formerly her husband was seised of those tenements and gave them to one Roger and his heirs for ever, with

append a lui daver la chartre pur ceo qil tynt la terre. — *Pole*. Nous dioms Johan enfeffa Ricard son pere de les xl. acres de terre solonc les condicions de ceste endenture, saver, quele hure qe J. ou ses heirs payassent a Ricard ses heirs ou a ses executours xl. livres qe adonques bien lirreit a Johan ou a ses heirs de reentrer en la terre, et qe la chartre fut tenu pur nul; et vous dioms qe Ricard en son testament devisa mesme les xl. livres qils fussent payez al Priour de Swynlond; par quei nous demandoms jugement, del hure qe par payement des deners fait a les executours la chartre perdreit sa force, sil pout devers eux accion aver a demander mesme la chartre &c. Et pur ceo qe les executours ne pount dedire qe G. ne fut seisi de la terre com heir Ricard, ne ils ne diount qe les deners furent payez a eux, ne qils avoient accion a demander les deners, par quei agarde fut qe la chartre fut livre a G. Et *Pole* pria qe son plee fut entre en roule, issint qe les executours pount estre sanz damages vers J. et ses heirs sils voillent apres payer les deners; et la Court lui granta.

§ Labbe de Seynt Alban porta son bref vers Ricard de Wygenhale et demanda certeinz tenementz des ceux il disseisi son predecessour &c.—*Trew*. Labbe ne poet riens demander, qe il ad resceu sa fealte, jugement &c. — *HILLARY*. Ceo nest par Jure de Utrum, par quei avisez vous si vous voillez a ceo demurrer. — *Trew*. nosa pas demurrer sur ceo; par quei il dit qil ne lui disseisi pas, prest &c. Et alii e contra.

§ Un Johan porta son bref vers W. et A. sa femme; et W. fist defalte, par quei A. pria destre resceu; et fut resceu, et dit qun R. jadis soun baroun fut seisi de ceux tenementz et les dona a un Roger, a lui et



A.D. 1338. warranty to Roger and his heirs and assigns: and afterwards Roger gave back the same tenements to R. and to A. then his wife, to hold to them and the heirs of their two bodies; wherefore A. as assignee of Roger vouched to warranty Isabel and Sybil as daughters and heirs of Robert, who are under age, and we pray that the parole may demur until their full age. And she put forward both deeds.—*Pole*. Whereas A. vouches as assignee of Roger &c., we say that Roger never had anything in these tenements in demesne or in service since the gift, ready &c.—*Rokel*. Counterplea to the voucher is given by statute,<sup>1</sup> namely to say that neither he who is vouched nor any of his ancestors ever had anything &c.; but to counterplead the estate of him whose assignee I make myself is a counterplea not maintained by any law; but perchance the vouchee when he comes to the point will counterplead the warranty &c.—HILLARY. When we see that if what he says be true you will not be warranted, it is not reasonable that you should have the voucher especially when you vouch those who are under age, to delay the action &c. Wherefore answer to this &c., or we shall oust you from the voucher &c.—*Kelshulle*. Sir, whereas he says that Roger, whose assignee A. says she is, had nothing &c., to this we say that he was seised &c., ready &c.—And the other side said the contrary.

Præcipe  
quod  
reddat.

§ One W. brought his writ against Katherine and demanded certain tenements &c.—*Kelshulle*. Katherine holds these tenements in dower of the endowment of one R. her late husband, and by the assignment of one Richard son and heir of Robert, of the heritage of A. daughter and heir of Richard, the reversion regardant to her, and in respect of such estate vouches her to warranty, who is under age, and we pray that the parole may demur &c.—*Pole*. We tell you that R. and this same Katherine purchased these tenements to them and their heirs, wherefore Katherine as tenant in dower shall

<sup>1</sup> 3 Edw. I. c. 40.

a ses heirs as toutz jours, ove garrantie a Roger et a A.D. 1338. ses heirs et a ses assignes; et apres R. redona mesme les tenementz a R. et a cele A. adonques sa femme, a eux et les heirs de lour deux corps issantz, pur quei A. com assigne Roger voucha a garrantie Isabele et Sibille com filles et heirs Robert qe sunt deynz age, et prioms qe la paroule demoerge tanqa lour age. Et mist avant lun fait et lautre.—*Pole*. La ou A. vouche com assigne R. &c., la dioms nous qe Roger navoit unques riens en ceux tenementz en demene ne en service puis le doun, prest &c. — *Rok*. Countrepleder le voucher est done par estatut, saver, a dire qe celui qest vouche ne nul de ses auncestres navoient unques riens &c.; mes a contrepleder lestat celi qi assigne jeo moi face encountre mon voucher, ceo contrepleder nest meynutenuz par nulle ley; mes par cas le vouche, qant il vendra sur le poynt, il countrepledera la garrantie &c.—*HILLARY*. La ou nous veioms qe si son dit soit veritable qe vous ne soiez mie garranti, il nest mie reson qe vous eiez le voucher, nomement la ou vous vouchiez ceux qe sount deynz age a delayer laccion &c.; par quei responez a ceo &c. ou nous vous ousteroms de voucher &c.—*Kels*. Sire, la ou il dit qe Roger, qi assigne A. se deit estre, navoit rienz &c., a ceo dioms nous qil fut seisi &c., prest &c. — Et alii e contra.

§ Un W. porta son bref vers Katerine, et demanda certains tenementz &c.—*Kels*. K. tient ceux tenementz en dower del dowement un R. jadis son baron, et del assignement un Ricard fitz et heir Robert del heritage A. fille et heir Ricard, la reversion regardant a lui, et de tiel estat lui vouche a garrantie, la quele est deynz age, et prioms qe la paroule demoerge &c.—*Pole*. Nous vous dioms qe R. et ceste K. purchacerent ceux tenementz a eux et a lour heirs, par quei K. navendra

A.D. 1338. not get to vouch the heir of R. her husband.—*Kelshulle*.

If you will say that neither she whom I vouch nor any of her ancestors had anything &c., ready that they had &c.—*Pole*. I have admitted that Robert the grandfather of Alice the vouchee was seised, and that seisin was jointly with Katherine, to them and their heirs, wherefore I can not take a general averment : but I have shown that the estate of Katherine is such that she ought not to vouch the heir of her husband &c. — *Trewith*. If Katherine had vouched simply without mentioning her estate in dower, she would have had the voucher, notwithstanding the counterplea &c. : wherefore although she has disclosed her estate, she shall not thereby be ousted of her voucher.—*HILLARY*. There you are wrong ; for although she had vouched simply, she would by this counterplea have been ousted of this voucher &c.—*Kelshulle*. Katherine tells you that she holds these tenements in dower, the reversion regardant to Alice &c. ; and that may very well be, although R. and Katherine purchased the tenements, as above ; for perhaps their estate was altered.—*HILLARY*. If it be so, you ought to plead it, in order to have your voucher &c. — *Stouford*. If Katherine held in dower it is right that she should have the voucher of her to whom the reversion belongs ; and a woman may hold in dower the tenements of which her husband was not ever seised ; and thus they have admitted that Robert was seised of these tenements : and although it was jointly with Katherine &c., nevertheless Katherine might after the death of her husband relinquish her estate, and take the tenements in name of dower, and thereby vouch her to whom the reversion belongs : for if she holds in dower she shall be received to vouch her to whom the reversion belongs, whether she was rightfully dowable or not.—*HILLARY*. You vouch one who is under age in order to delay his action, and you shall not be received in opposition to what he has said &c.—*Stouford*. I thing that whether the vouchee is

pas de voucher le heir R. son baron com tenant en A.D. 1338. dower. — *Kels.* Si vous voillez dire qe celi qe jeo vouche ne nul de ses auncestres navoint riens &c., prest qe cy est &c. — *Pole.* Jai conu qe Robert ael Alice qest vouche fut seisi, et cele seisine fut joint ove cele K., a eux et a lour heirs, par quei jeo ne puisse pas prendre general averement; mes jai mustre qe lestat K. tiel qele ne doit pas voucher le heir son baroun &c. — *Trew.* Si K. ust vouche simplement sanz aver fait mencion de son estat en dower, ele ust eu le voucher, nient contrestean le contreplee &c.: par quei tut eit ele desclos son estat, par tant ele ne serra mie ouste de ceo voucher. — *HILLARY.* La vous ditez mal; qar tut ust ele vouche simplement, par ceo contreplee ele ust este ouste de ceo voucher &c. — *Kels.* K. vous dit qe ele tynt ceux tenementz en dower, la reversion regardant a A. &c.; et cella poet estre moult bien, tut ussent R. et K. purchase les tenementz ut supra; qil poet estre qe lour estat fut chaunge. — *HILLARY.* Et sil soit issint, vous le devez pleder pur aver vostre voucher &c. — *Stouf.* Si K.<sup>1</sup> tynt en dower resoun est qe ele eit voucher de celui a qui la reversion est; et femme<sup>2</sup> poet tenir en dower les tenementz des ceux son baron ne fut unques seisi; et issint ils ount conu qe Robert fut seisi de ceux tenementz; et coment qe ceo fut joint ove K. &c. nepurkant K. poet apres le deces R. son baron relinquir son estat et prendre les tenementz en noun de dower, et par tant voucher celui a qui la reversion est; qe si ele tient en dower ele serra resceu a voucher celui a qui la reversion est, le quel ele fut de droit dowable ou ne mie. — *HILLARY.* Vous vouchez un qest deynz age a delayer sa accion, et vous ne serrez mie resceu contre ceo qil ad dit &c. — *Stouf.* Jentenke qe le quel celui qest vouche soit deynz age ou de plein age, la

<sup>1</sup> T. and I.—A.

<sup>2</sup> In I. the word *ne* is interlined before *poet*.

A.D. 1338. under age or of full age the law is all one.—HILLARY. And we oust you of this voucher, for anything that you have yet said &c.—And afterwards *Kelshulle* said that Robert, at the time of his death, was solely seised of these tenements in his demesne as of fee, without this that Katherine had then anything in the tenements, ready &c.—*Trewith* offered to aver that Katherine had a joint estate with Robert.

Dower. § A writ of Dower was brought against several persons by several præcipes, and one who was named tenant in one of the præcipes was left out in this clause of the writ, "and whereof it is complained," and also in the summons: wherefore the writ abated as to all &c.—Quære. And so it is because that clause in the writ which applies to all is false &c., as in the Bedford Iter in a case of Mortdancester.

Dower. § Robert Coroun and Joan his wife brought their writ of Dower against J. de Pafford and Mabel his wife &c., and demanded the dower of Joan of the endowment of Richard de Stapeldone her late husband.—*Gayneford*. We demand the view.—*Stouford*. You ought not to have the view; for Mabel entered by Richard our husband, and continued that estate until this day; judgment &c.—*Gayneford*. Since you can not say that J. and Mabel entered by Richard, we do not think that we shall be ousted of the view; for an answer to defend those tenements more properly lies in the mouth of J. than in the mouth of Mabel, and what answer he ought to have he can not know except by the view: and we have seen a case where a woman who had abated a writ after the view on account of the misnomer of a vill, afterwards took a husband, and a writ was brought against them demanding the same tenements, and they had the view afterwards &c.—HILLARY. So you shall have here, although they will be delayed &c.—And afterwards the view was granted &c.

ley est tut une.—HILLARY. Et nous vous oustoms de A.D. 1338. ceo vouchier pur riens qe vous avez unqore dit &c. Et apres *Kels.* dit qe Robert, al temps de son moriant fut soul seisi de ccux tenementz en son demene com de fee sanz ceo qe Katherine navoit adonques riens en les tenementz, prest &c. — *Tr.* tendi daverer qe K. avoit joint estat Robert.<sup>1</sup>

§ Un bref de dower fut porte vers plusurs par divers præcipes, et un qe fut nome tenant en un præcipe fut entrelesse en cele clause en le bref "Et unde queritur" et auxint en le somons; par quei le bref se abatist vers toutz &c. Quære, et ideo est pur ceo qe cele clause en le bref qe sert as toutz est faux &c., ut in Itinere de Bed. en mortdancestre.

§ Robert Coroun et Johane sa femme porterent lour bref de Dower vers J. de Pafford et Mabile sa femme &c., et demanderent la dower Johane del dowement Ricard de Stapeldone jadis son baron. — *Geine.* Nous demandoms la vewe. — *Stouf.* Vous ne devez la vewe aver; qe M. entra par Ricard nostre baroun et cel estat continua tanqe a cesti jour, jugement &c. — *Geine.* Del hure qe vous ne poez mie dire qe J. et M. entre-rent par Ricard nentendoms mie qe nous serroms ouste de la vewe; qe plus proprement gist respons a defendre ceux tenementz en la bouche J. qen la bouche Mabile, et quel respons il deit aver il ne poet mie saver si noun par la vewe; et nous avoms vew qe une femme qad abatu un bref apres la vewe per male nominando villam, et apres ele prist baron, et bref fut porte vers eux a demander mesme les tenementz et ils avoient la vewe apres &c. — HILLARY. Issint avez vous issi com la ou ils serront delayez &c. Et apres la vewe fut grante &c.

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<sup>1</sup> I. adds, "E liessu fuit resceu."

A.D. 1338. § The Prior of Cerle brought his writ against W. de F. and A. his wife, who was the wife of Robert Forlyng, and demanded against them 40s. of rent &c., and said that it was his right and the right of his church, and whereof such an one, late Prior &c., predecessor &c., was seised &c.: and the writ said "into which the said W. and A. have not entry except since the disseisin which J. de F. effected on his predecessor."—*Trewith*. Sir, whereas the Prior brings this writ and demands against W. and A. 40s. of rent &c., you have here A. who tells you that she has nothing in the rent or in the tenements whence he supposes the rent to issue nor had she on the day when this writ was purchased &c. And W. tells you that he has nothing in the rent nor had he on the day when this writ was purchased; but he tells you that he is tenant of the land whence he (the Prior) supposes the rent to issue, and he tells you that this writ to demand the rent shall be maintained against him who is tenant of the land; and he tells you that he entered the land by Nicholas to whom J. de F. leased, which John as he supposes disseised his predecessor, so he would have a good writ against us in the "per"; judgment of this writ which is in the "post" &c.—*Pole*. We have taken our writ in the "post" against them demanding 40s. of rent, and your plea which you plead in abatement of the writ extends to the land which you hold, and not at all to the rent which we demand against you, and so you say nothing to us; wherefore we demand judgment.—*Trewith*. If the tenancy of the land which we hold ought to maintain this writ against us, for demanding the rent issuing from the same land, for the same reason I shall have the advantage of abating this writ according to the degrees, that I entered on the land &c.—*Stouford*. Not so; for perhaps after the disseisin of the rent effected on the predecessor of this Prior you were receiver of the rent, and others before you by so many degrees that the writ then would be good in the

§ Le Priour de Cerle<sup>1</sup> porta son bref vers W. de F. A.D. 1338. et A. sa femme qe fut la femme R. Ferlyng, et demanda vers eux xl. souz de rente &c., et dit qe ceo fut son droit et le droit de sa eglise, et dount un tiel jadis Priour &c. predecessour &c. fut seisi &c.; et le bref volet, en les queux W. et A. nount entre si noun puis la disseisine qe J. de F. fist a son predecessour. — *Trew.* Sire, la ou le Priour porte cesti bref et demande vers W. et A. xl. souz de rente &c., vous avez cy A. qe vous dit qe ele nad riens en la rente nen les tenementz dount il suppose la rente estre issant, navoit jour de cesti bref purchace &c. Et W. vous dit qil nad riens en la rente ne avoit jour de cesti bref purchace, eynz il vous dist qil est tenant de la terre dount il suppose la rente estre issant, et vous dist qe cesti bref a demander la rente serra meyntenu vers lui pur ceo qil est tenant de la terre, et il vous dist qil entre ceste terre par Nicholas a qui J. de F. lessa, le quel Johan a ceo qil suppose disseisi son predecessour, issint averoit il bon bref en le "per" devers nous; jugement de ceo bref qest en le "post" &c. — *Pole.* Nous avoms pris nostre bref en le "post" devers vous a demander xl. souz de rente, et vostre plee qe vous pledez en abatement de bref sistent a la terre qe vous tenez, et nul riens a la rente qe nous demandoms devers vous, et issint vous ne dites riens a nous; par quei nous demandoms jugement. — *Tre.* Si la tenance de la terre qe nous tenoms deit meyntenir cesti bref vers nous a demander la rente issant de mesme la terre, par mesme la reson javeray l'avantage dabatre cesti bref solonc les degres qe jeo sui entre en la terre &c. — *Stouf.* Il nest pas issint; qe poet estre qe apres la disseisine de la rente faite al predecessour cesti Priour vous fussez resceivour de la rente, et avant vous furent altres par tant degres<sup>2</sup> qe le bref

<sup>1</sup> I.—Derby.

<sup>2</sup> I. et adonques vous avez par tant  
| passe tant de greez.



A.D. 1338. "post" for demanding the rent against you ; and although you afterwards purchased the land the writ in the "post" shall be maintained against you.—*Trewith*. Sir, to this I say that W. was never pernor of the rent, wherefore no other tenancy can maintain this writ against W. to demand the rent except the tenancy which he has in the land ; wherefore it seems that according to the same degrees by which he is in in the land, the writ shall be brought against him to demand the rent in the "per" and in the "post" &c.—*HILLARY*. It is not so ; for it may be that although W. was never pernor of the rent since the disseisin effected on the predecessor of this Prior, many others were, so that the degrees were past for bringing a writ in the "per" ; wherefore although W. be now tenant of the land &c., against whom the writ is maintainable to demand the rent because no one is receiver of the rent, still in law his tenancy will be adjudged out of the degrees &c.—*SCHARDELOWE*, ad idem. I say confidently that a writ of Entry in the "per" to demand rent against him who is tenant of the land will never be maintained ; for the writ is false which states that the tenant of the land entered the land by another ; wherefore any other writ to demand the rent against the tenant of the land can not be maintained except a writ "de quibus" and a writ in the "post."—*Trewith*. The writ in the "post" is as false as the writ in the "per" ; for the writ in the "post" states that the tenant of the land entered on the rent since the disseisin &c.—And afterwards the writ was adjudged good.—*Kelshulle*. W. tells you that he holds the land, out of which he supposes the rent to issue, in chief of the King by the service of 20s. by the year ; wherefore we do not think that, if he demands a rent service, he ought to answer without consulting the King &c. ; and if he demands a rent charge we do not think that he shall be answered without his showing title.—*HILLARY*. He thinks that he has his title within his writ, namely that it is his right and the right

adonques serroit bon en le "post" a demander la rente A.D. 1338. devers vous; et coment qe apres vous purchaceates la terre le bref en le "post" serra meyntenuz devers vous. —*Tre.* Sire, a ceo jeo die qe W. ne fut unqes pernour de la rente, par quei altre tenance ne poet meyntenir cesti bref vers W. a demander la rente forqe la tenance qil ad en la terre; par quei il semble qe sur mesme les degres qil est eynz en la terre le bref serra porte vers lui a demander la rente en le "per" et en le "post" &c. —*HILLARY.* Il nest pas issint; qe il poet estre qe tut ne fut W. unqes pernour de la rente puis la disseisine faite al predecessour cesti Priour, qe autres plusours furent, qe les degres furent passez a porter bref en le "per," par quei tut soit W. ore tenant de la terre &c. vers qui le bref est meyntenable a demander la rente pur ceo qe nul est resceivour de la rente, uncore en lay sa tenance serra ajugge hors de les degres &c. —*SCHARD.* ad idem. Jeo die bien qe bref dentre en le "per" a demander rente vers celui qest tenant de la terre ne serra james meynvenu, qe le bref est faux qe voet qe le tenant de la terre est entre en la terre par un altre; par quei altre bref a demander la rente vers le tenant de la terre<sup>1</sup> ne poet estre meynvenu forqe bref "de quibus" et bref en "le post." —*Tre.* Sire, auxint faux est le bref en le "post" com est le bref en le "per," qar le bref en le "post" voet qe le tenant de la terre est entre en la rente puis la disseisine &c. — Et apres le bref fut agarde bon. —*Kels.* W. vous dit qil tint la terre dount il suppose la rente estre issaunt en chief del Roi par les services de xx. souz par an; par quei nentendoms mie qe sil demande rente service qil deit respondre sanz conseiller al Roi &c.; et sil demande rente charge nentendoms mie qil serra respondu sanz tittle moustrer. —*HILLARY.* Il entend qil ad son tittle deynz son bref, saver qe cest son droit

<sup>1</sup> I. terre sour accion de disseisine.

A.D. 1388. of his church ; and although you say that the tenements are held in chief of the King, we shall not surcease &c. if you do not show the King's charter which witnesses it ; wherefore answer.—Wherefore *Kelshulle* said that J. did not disseise the Prior's predecessor, ready &c.—And the other side said the contrary.

§ The Abbat of Lanthony brought his writ &c. saying "into which the tenant has not entry unless after the lease which such an one his predecessor thereof made to such an one, for a term which has past" &c.—*Trevith* challenged the writ because it did not say that the lease made by his predecessor was made with the assent of the convent or without the assent.—And he was ousted of the exception ; wherefore he demanded the view : and he had it.

Writ of  
Mesne.

§ In a writ of Mesne, *Pole* for the defendant said that whereas he had supposed that he was mesne between him and the Archbishop of York, he supposed the tenements to be within the fee and the seignory of the Archbishop. The tenements are not within the fee of the Archbishop, ready &c.—And it was counterpleaded that this was not receivable, because acquittance is of such a nature that he ought not to acquit him, otherwise he would have to acquit him against everyone who demanded services. Notwithstanding this, the plaintiff did not dare demur in judgment, but offered to aver that the tenements were within his fee and within his seignory, ready, &c.—And the other side said the contrary.

Dower.

§ In a writ of Dower "*unde nihil habet*" brought against a man and his wife, the husband said that she had received part of her dower from himself and in the same vill. And he was driven to say that it was before the purchase of the writ, otherwise the exception would have been worth nothing. And the woman who was demandant admitted the receipt, but she said that the

et le droit de sa eglise; et coment que vous dites que A.D. 1338. les tenementz soient tenuz en chief del Roi, nous surserroms pas &c. si vous ne moustrez chartre dil Roi que tesmoigne; par quei responez. — Par quei *Kels.* dit que J. ne disseisi pas le predecessour le Priour, prest &c. Et alii e contra.

§ Labbe de Launtone porta son bref &c. que voleit en les yeux le tenant nad entre sinoun puis le lees qun tiel son predecessour de ceo en fist a un tiel a terme que passe est &c.—*Tr.* challengea le bref pur ceo qil ne dist le lees fait par son predecessour estre par assent de son covent ou sanz assent. Et il fut ouste del excepcion; par quei il demanda la vewe; et habuit.

§ En<sup>1</sup> un bref de Meen *Pole* pour le defendant dit <sup>Bref de Meen.</sup> que la ou il avoit suppose qil fut meen parentre luy et levesqe dEverwyk il supposa les tenementz estre deinz le fee et la seignurie levesqe; les tenementz ne sount deinz le fee levesqe, prest &c.—Et ceo fut countreplede que ce ne fut pas resceivable pur ceo que lacquitaunce est de tiel nature qil 'ne doit acquiter, autre il luy acquitera vers tute gentz que demandent services. Hoc non obstante le pleintif nosa demorer en jugement mes tendy daverer que les tenementz furent deinz son fee et deinz sa seignurie, prest &c. —Et ali e contra.

§ En un bref de dower porte vers le baroun et sa <sup>Dower.</sup> femme unde nihil habet, le baroun dit que ele avoit rescu party de dower de luy mesme et en mesme la vile, et fut chace a dire devaunt le bref purchase, ou autrement le excepcion nust mye value. Et la femme demandant conust bien la resceit, mes ele dit que le

<sup>1</sup> This and the remaining case in Hilary Term are taken from Add. MS. 16560.

A.D. 1338. man and his wife were not at the time of the receipt tenants of that freeheld whereof she now demanded dower, but that another person was &c.—*Pole* was of counsel for the tenants and dared not abide on the exception, but waived it, and vouched to warranty; and the voucher was counterpleaded inasmuch as the previous plea went to oust him from any writ of Dower “unde “nihil habet;” wherefore she will not afterwards be allowed to vouch.—And so to judgment.—And the voucher was accepted, by judgment.

**Nota**        § Note. An infant under age put forward a release in bar of an assise, which deed was denied, and the Court accepted the issue without having regard to his nonage. Also in a writ of Account, where he put forward a deed which witnessed that he was bound to render an account from a time when he &c., the party was received to say that he had fully accounted, without putting forward anything to show it &c.—Also in a writ with two præcipes against several persons one was essoined and the other appeared, and the cognizance of the plea as to that præcipe was granted to the Mayor and bailiffs of E., notwithstanding that the other was essoined; which seemed wonderful &c.

**Voucher.**    § In a “præcipe quod reddat” the tenant vouched an infant under age, and prayed that the parole might demur until he was of full age. The demandant said that he was of full age; wherefore a writ issued to make the infant come and be viewed by the Court, and process was made down to the great Distress, to which writ it was returned that he had nothing whereby he could be distreined. The demandant prayed that he might be resummoned, for the parole will never demur without day by reason of his nonage, and he can have no other process but the Distress if you do not grant that he is

baroun et sa femme de cel franktenement de quei ele A.D. 1335. demande ore dower ne furent pas tenantz al temps de la resceit einz un autre &c.—*Pole* fut ove les tenantz et nosa pas demorer sur lexepcion, mes weyva cel et voucha a garrantie, et le voucher fut countreplede pur taunt qe le plee devaunt fust de luy ouster de chesqun bref de dower unde nihil habet; par quei ele navendra pas de voucher apres.—Et sic ad judicium. Et le voucher accepte par agard.

§ Nota, un enfant deinz age mist avant reles en Nota. barre dassise, quele fet fut dedit, et le Court accepte lissue saunz aver regard a soun noun age. Item en bref dacompte la ou il mist avant fait qe tesmoigne qil fut lie de rendre acompte de temps qe il &c. et la partye ful resceu a dire pleynement acompte, saunz rienz mestre avaunt de ceo &c.—Item en un bref de deux precipes devers divers gentz lun fut essone, lautre apparust, et la conisaunce du plee en dreit de cel præcipe fut graunte a Maire et a baillif de E., non obstante qe lautre fust essone; quod mirum videbatur &c.

§ En un “*præcipe quod reddat*” le tenant voucha un Voucher. enfant deinz age et prie qe la paroule demorast taunqe a son age. Le demandant dit qil fut de plein age; par quei bref issiat de faire venir lenfant destre vewe de la Court, et proces fait taunqe a la grant destresse, quel bref fust retourne qil navoit rienz par quei il poet estre destreintz. Le demandant prie qil fust resomons, qare le paroule ne demora unqes saunz jour par soun noun age, et autre proces ne poeit aver qe le destresse si vous ne graunteit qil est deinz age. Et puis le

A.D. 1338. under age. And then the demandant admitted that he was under age, in order to have a resummons, and the parole was put over without day.

§ Note that *Trewith* came to the bar and showed how one R. de T. had a writ to the Bishop in a Quare Impedit here in this term, and said that he presented such an one, his clerk, and the Bishop would not receive him, and he prayed a Quare non admisit.—*Mallom* said that he could not have such a writ here, but must go to the Chancery.—*Trewith*. While the Court is sitting I shall have it here, but when the Court has risen I shall have it in the Chancery. To this HILLARY agreed.—But they said that they would consider of it.

Trespass.

§ A writ of Trespass was brought against a woman and several others.—*Pole*. Whereas he has brought this writ against Alice and the others, Alice is the wife of the plaintiff, judgment of the writ.—*Trewith*. What do you answer for the others?—*Pole*. That is not necessary; the woman's plea if it be true abates the writ.—*Trewith*. I have never seen, in a writ of Trespass or in an assise of Novel Disseisin, that the plaintiff has been made to plead to the plea of one until the others have pleaded; and since you say nothing for the others we demand judgment of them as undefended.—HILLARY. Even if the others had pleaded and you take issue on the plea of the woman, and the contrary of her mise be found, the whole writ is aground: and then it seems that the others have no need to plead until you have pleaded to the woman, for they may elect to take what the woman has given.—SCOT (ad idem). If one of them had a release from the plaintiff, the others have no need to plead until there is an answer to the release; and even if they plead Not guilty, and the plaintiff deny the deed, and it be found that it is his deed, you would take nothing by your writ: so here.—*Trewith*. In that case it is no wonder; for if it were found to be my deed I should be

demandant conust qil est deinz age par resoun daver A.D. 1338. resomons, et la parole fust mys saunz jour.

§ Nota que *Trew.* vint a la barre et moustre coment un R. de T. aveit un bref al Evesqe en un "quare" "impedit" si a cest terme, et dit qil presenta un tiel son clerk, et levesqe ne luy voleit rescivre, et prie "quare non admisit."—*Mallom* dit qil naverit nul tiel bref ceinz, einz covent aler a la Chauncellerie.—*Trew.* Seaunt la place jeo luy avera ceinz, mes quant le place est sus jeo avera en la Chauncellerie.—A quel *HILLARY* se acorda. Mes ils disoient qils voillent aviser.

§ Un bref de Trespas fut porte vers une femme et *Trespas.* plusours autres.—*Pole.* La ou il ad porte cestuy bref vers Alice et les autres, Alice est la femme le pleyntif, jugement de bref.—*Trew.* Quei responez vous pur les autres?—*Pole.* Il ne covynt mye, le plee la femme, sil soit veritable, le bref abate.—*Tr.* Jeo nay mye vewe quant bref de Trespas ou en assise de novele disceisine qe le pleintif ad este mys de pleder au plee lun taunqe les autres ussent plede: et del hure qe vos ne ditez rien pur les autres nous demandoms jugement de eux com de noun defenduz.—*HILLARY.* Mesqe les autres eunt plede et vous pernez issue a plee la femme, et trove soit la contrari de sa mys, tut le bref est a terre; et adonques semble il qe les autres nount mester taunqe vous eiez plede al femme, qil poet eslir de prendre qe la femme ad done.—*SCOT* ad idem. Si un de eux avoit un reles del pleintif les autres nount mye mester de pleder avaunt qil eit respons al reles; et mes qils pledount de rienz coupable et le pleintif dedit le fait, et trove soit qe cest son fait, vous ne prendrez rienz par vostre bref: auxint hic.—*Trew.* En ceo cas il nest pas merveille qe sil soit trove mon fait jeo serra ouste daccion vers,



A.D. 1338. ousted for ever from an action against him and the others: but in our present case, even if it were found that she is my wife, still my action by another writ against the others will be saved to me, and in both cases we think that they ought first to plead; for the plaintiff will rejoin to no plea of theirs.—To which many agreed.—And then *Pole* said, for the others, Not guilty, and prayed that he might answer to the exception taken by the woman.—And then *Trewith* said, Never joined in lawful matrimony.—*Pole*. That is not a plea, for thereby you do not say that she is [not] your wife but that there is a cause for divorce, which would be a good plea in a writ of dower.—*Trewith*. If you had said that she was coverte and we had rejoined that she was sole, then the Court might have tried it; but now your exception is that you are our wife, which raises a discussion about matrimony between you and me for ever, in which case it is to be tried in Court Christian; consequently your exception saves to me the replication, Never joined &c.—*SCHARDELOWE*. You are not here to take by reason of espousals, wherefore you must answer if she be your wife, without speaking of joining &c.; that perchance we will try here by an inquest.—And he said that on another occasion he saw an inquest taken here on a like exception.—And then the plaintiff was driven to say that she was never his wife, without saying “joined in lawful matrimony.” And a writ issued to the sheriff to make an inquest come from the place where the espousals took place &c.

Writ of  
entry  
founded  
on novel  
disseisin.

§ A writ founded on Novel Disseisin was brought against Laurence de Lodelowe, and the writ said “into which he had not entry unless by Alice to whom Maud leased, who thereof tortiously and without judgment disseised the demandant.”—*Pole*. Whereas John supposes by his writ that Laurence has not entry unless by Alice to whom Maud leased, sir, we tell you that Alice brought an assise

luy et les autres a touz jours; mes en le cas ou nous sumes mes qil fut trove qele fut ma femme, unqore maccion par un autre bref moy serra sauve vers les autres, et en lun cas et en lautre nous entendoms qil deyvent pleder avaunt; qare le pleintif rejoindra a nul plee de eux. A quei plusours sacorderent.—Et puis *Pole* dit pur les autres, de rien copable, et pria qil respondesit al excepcion done par la femme.—Et pus *Tr.* Qe unges acoupli en leal matrimoin. — *Pole.* Ceo nest pas plee, qe en taunt vous ne ditez pas qe ele est vostre femme, mes qil ad cause de divors, issint qe ceo serra bon plee en bref de dower.—*Trew.* Si vous ussetz dit qe ele fut covert, et nous ussoms rejoynt soelle, dounques la Court put aver trie; mes ore vostre excepcion est qe vous estes nostre femme; ceo fait discussion de matrimoine entre vous et moy a touz jours, en quel cas il soit trie en court cristien; par consequens vostre excepcion moy salve tiel replicacion, nunques acoupli.—*SCHARD.* Vous nestes mye cy a prendre par resoun des esposailles, par quei il covent respondre si ele soit vostre femme sanz parler de lencoupler; a ceo par cas nous voloms trier icy par enqueste. Et dit qe autrefois il vist lenqueste pris ceinz sur tiel excepcion. Et pus fut chace a dire qe ele ne fut unges sa femme saunz dire acoupli en leal matrimoine. Et bref issit a vicounte de faire venir de lieu oue les esposailles se firent &c.

§ Un bref foundu sur la novele disseisine fut porte vers Laurence de Lodelowe, et le bref voleit en le quel il navoit entre si noun par Alice a qi Maude lessa, qe de ceo atort et saunz jugement disseisi le demandant.—*Pole.* La ou Johan suppose par son bref qe L. nad entre si noun par Alice a qi Maude lessa, Sire, nous vous dioms qe Alice porta un assise de novele

Bref dentre  
foundu  
sur la  
novele  
disseisine.

A.D. 1338. of Novel Disseisin against John, and the disseisin was found, so that she recovered, and so her estate is by judgment given against John; judgment of your writ which supposes her estate to have been from Maud. — *Trewith*. What you have said does not disprove the degrees supposed by my writ; for it may be that she entered in the manner supposed by the writ and that she recovered by judgment against John; and we demand judgment of the writ.—*Trewith*. That is not a plea in abatement of the writ; for even if it were so that he entered by the two and that John had released his estate to Alice, the writ would be such as it is now; and besides, there is not the mischief of warranty.—And then *Pole* said that he did not disseise him, ready &c.—And the other side said the contrary.

Jure de  
utrum.

§ In a Jure de utrum the demandant made his declaration that his predecessor was seised and alienated.—*Pole*. There ought not to be a Jury, for heretofore we brought an assise, in which writ the tenement now in demand was put in view, to which writ you came and claimed to hold the same tenements as the right of your church, and said that you found your church seised, without committing any tort; and the disseisin was found; wherefore we recovered; and we demand judgment &c.—*Trewith*. We pray the Jury; for if it were a “*præcipe quod reddat*” where one can pray seisin of land for default of our answer, we would pray it; therefore we pray the Jury &c.

Trespas.

§ One Robert brought a writ of Trespass committed in York, and the sheriff returned the writ without sending a missive to the bailiff of the liberty, and process continued until the party came by the Exigend, on which day the attorney of the Mayor and Commonalty came and claimed cognizance of the plea.—*Trewith*. He ought not to have cognizance, for you will find that on the first day he did not put in his challenge, nor any day since

disseisine vers Johan, et la disseisine trove, issint qil A.D. 1298. recoveri, issint est son estat par jugement taille vers Johane; jugement de vostre bref qe suppose son estat estre par Maude. — *Trew.* Ceo qe vous avez dit ne desprove pas les degreez qil est suppose par moun bref; qare put estre qel entra par la manere com le bref suppose et qil recoveri par jugement vers Johan; et demandoms jugement de bref. — *Trew.* Ceo nest pas plee en abatement de bref; qar mes qil fut issi qil entra par le deux et Johan avoit relesse soun estat a Alice, le bref serroit tiel com il est ore; et ovesqe ceo il ni ad meschif de garrantie.—Et puis *Pole* dit qil ne luy disseisi pas, prest &c.—Et alii e contra.

§ En un Jure de utrum le demandant fist sa de- Jure de  
monstraunce qe soun predecessour fut seisi et aliena.— utrum.

*Pole.* La Jure ne duyt estre, qare autrefoithe nous portames un assise, a quel bref le tenement ore en demande fut mys en vewe, a quel bref vous venistes et clamastes tenir mesme les tenementz come de dreit vostre eglise, et deistes qe vous trovastes vostre eglise seisi saunz tort faire; on trove fut la disseisine, par quei nous recoveroms; et demandoms jugement &c.—*Trew.* Nous prioms la Jure; qare sil fut un “præcipe quod reddat” ou homme puit prier seisine de terre pur defaute de respons nous le prieroms; et par quei nous prioms la Jure &c.

§ Un Robert porta un bref de trespas fait en Ever- Trespas.  
wyk, ou le vicounte retourn le bref saunz faire mandement au baillif de la fraunchise, et tutvers apres taunqe la partie vynt par lexicend, a quel jour le pleintif counta devers luy, et lattourne le Mayr vient et le comunalte et chalenga la conisance de plee.—*Trew.* Conisance ne doit il aver, qar vous trouverez qe a primer jour il ne mist pas son chalenge ne a nulle jour pus

A.D. 1338. &c., wherefore &c.—*Stouford*. Sir, you will find that at the first return the sheriff returned the writ without sending a missive to the bailiff of the liberty, nor has he ever since done so, so that we could not before now have any information on which to lay our challenge; wherefore it seems that we ought now to have the cognizance.—*Trewith*. If the sheriff has done you a wrong you have by law your suit against him; but you can not have the cognizance as the challenge was not put in on the first day.—HILLARY (ad idem). In a "præcipe quod reddat" for land, if the sheriff had returned a summons, when the party was never summoned, and then the party comes into court and the demandant waives the default, do you think that you would have the cognizance? (intimating the negative): so in the present case.—SCHARDELOWE (ad idem). In a case where the place is not inserted in a writ of Account for the time for which he was receiver of his money, and in other like writs, you shall be received to have the cognizance without putting in a challenge at the first day: but in this writ the place was inserted; so you might have been informed and have put in your challenge; wherefore &c.—Therefore he was ousted of the cognizance, and the party was put to answer &c.

False  
judgment.

§ A writ of False Judgment was sued to the sheriff of E. to remove a parole which was in the court of T. between one M. D. and F. and A.; where the sheriff returned that he went to the court and that the suitors answered that there was no such parole in the court; whereupon the party prayed a writ to make the suitors come and bear record, for he would aver that there was such a parole: and a writ issued to the sheriff to make the suitors come. At the great Distress the names of the suitors were returned. Some of the suitors returned came and answered that there was no such parole; and the Court would not accept their answer unless all were

&c., par quei &c. — *Stouf*. Sire, vous trovez qe au A.D. 1338. primer retourn qe fut qe le vicounte retourna bref saunz faire mandement au baillif de la fraunchise, et tut temps puis en cea, issint ne porrom mye aver conisance avaunt ore de mettre chalenge; par quei il nous semble huy daver conisance. — *Trew*. Si le vicounte vous eit fait tort vous avez vostre seute par ley vers luy; mes conisance aver vous ne poez autre chalenge neust este mys au primer jour. — *HILLARY* ad idem. En un "præcipe quod reddat" de terre si le vicounte ust retourne somons la ou la partye ne fut unqes somons, et puis la partye vient en court et le demandant wayve la defaute, entendez vous qe vous averez la conisance? quasi diceret non: auxi par decea. — *SCHARD*. ad idem. En cas la ou lieu nest pas compris en le bref dacompte de temps qil fut recevoir des ses deners et en autres brefs semblables, la serrez vous resceu daver la conissaunce saunz chalenge mettre al primer jour; mes en ceo bref la lieu fut compris, issint purreit aver este apris daver mys vostre chalenge; par quei &c. — Par quei il fust ouste de la conissaunce et la partye mys a respondre &c.

§ Un bref de faux jugement fuist siwy au vicounte <sup>Faux</sup> de E. de remuer la paroule qe fut en la court de T. <sup>jugement.</sup> entre un M. D. et F. et A., ou le vicounte retourna qil fut a la court et les suters luy respouderent qil avoit nul tiel paroule en la court; sur quei la partie pria bref de faire venir les suters de faire le record, qil voleit averer qil avoit tiel paroule: et bref assist a vicounte de faire vener suters. Al grant destresse les nouns des suters retournes; partie des suters retournes viendrent et responderent qil navoit unqes nul tiel paroule; et la Court ne voleit accepter respons de eux si touz nussent este presentes; par quei ils avoient

A.D. 1338. present. Wherefore they had a day over to the same day which the others had by the Distress &c.

Entry ad  
terminum  
qui pre-  
terit.

§ One John de Aston brought a writ of Entry "ad terminum qui preterit" against one Robert, and demanded on the lease made by his ancestor.—*Stouford*. Whereas you bring this writ founded on a lease, what have you to prove the lease?—*Trewith*. Ready to aver it if you will deny it.—*Stouford*. You shall not get to that; for we tell you that the father of this John, by this deed which is here, gave the same land to one John &c. to hold to him his heirs and assigns, whose estate we have, and bound himself &c.; and we demand judgment if you shall be received to aver the lease in opposition to the deed of your ancestor, or can say that he leased for a term which is past.—*Trewith*. That is a traverse to my writ; wherefore I will aver my writ.—And afterwards the demandant was nonsuited &c.

Scire  
facias.

§ One John the son of Henry Passon sued a Scire Facias out of a fine which was levied &c.—*Pole*. We tell you that we have nothing in the land whereof he demands execution except jointly with one R. not named in the writ; judgment of the writ: and see here the deed which shows it.—*Stouf*. You are sole tenant &c.—*Pole*. We pray process on the statute<sup>1</sup> against our joint feoffee.—HILLARY. He demands nothing but execution, so that this is not a plea of land, therefore you are not within the terms of the statute so as to have process according to the statute.—*Pole*. Since he intends to recover the land against me by this writ, and I am not in a position to plead without the other, it seems to me that he ought to be garnished to become party to the plea if he chooses.—And afterwards process according to the statute was made &c.

Fieri  
facias.

§ The Abbat of Evreux had recovered damages against a parson of Holy Church: before execution was sued the parson died, wherefore the Abbat caused the executors

<sup>1</sup> 34 Edw. I. st. 1.

jour outre a mesme le jour qe les autres avoient par A.D. 1338. destresse &c.

§ Un Johan de Aston porta bref dentre “ad termi-  
 “num qui preteriit” vers un Robert et demanda de Entre ad terminum qui preteriit.  
 lees fait par son auncestre.—*Stouf.* Ou vous portez  
 cest bref foundu de lees, quei avez vous du lees?—  
*Trew.* Prest daverer si vous voillez dedire.—*Stouf.* A  
 ceo navendrez mye; qar nous vous dioms qe le pere  
 mesme cestuy Johan par ceo fait qe cy est dona mesme  
 la terre a un Johan &c. et qe &c. a luy et a ses heirs  
 et a ses assignes, qi estat nous avoms, et obligea &c.;  
 et demandoms jugement si vous serrez resceu daverer  
 la les encountre le fait vostre auncestre, ou puisse dire  
 qil lessa terme qe passe est.—*Trew.* Cest a travers de  
 mon bref, par quei jeo voille averer mon bref.—Et  
 puis le demandant fut nounsuy &c.

§ Un Johan fitz Henri Passon siwynt un “scire Scire facias.  
 “facias” hors dun fyn qe se leva, &c.—*Pole.* Nous vous  
 dioms qe nous navoms rienz en la terre de quei il  
 demande execucion si noun joynt ove un R. nient  
 nome en le bref, jugement de bref; et veez icy le fait  
 qe tesmoigne.—*Stouf.* Soul tenant &c.—*Pole.* Nous  
 prioms proces sur statut vers nostre joynt feffe.—*HIL-*  
*LARY.* Il ne demande rienz si noun execucion, issint  
 qe ceo nest mye plee de terre, par quei vous nestes  
 pas en cas de statut daver proces sur le statut.—*Pole.*  
 Quant il bye recoverir la terre vers moy par cestuy  
 bref, et jeo ne sue pas tiel qe jeo puisse pleder saunz  
 lautre, il moy semble qil serra garny de mettre le  
 plee en party sil voet.—Et puis proces sur lestatut  
 fut fait &c.

§ Labbe de Ebrewe avoit recoveri damages devers Fieri facias.  
 un persoun de seint eglise: avaunt execucion siwynt  
 le persoun morust; par quei labbe fist garner les exe-



A.D. 1338. to be garnished, and to the writ it was returned that they were garnished; and they did not come; wherefore execution was awarded, and he had a *Fieri facias* to levy on the chattels of the deceased which were in his hands; and the sheriff returned that he had taken chattels to the value of 20s., and said that there were no more chattels in hand of the goods of the deceased &c., wherefore &c.—*Pole* came and prayed a writ to the sheriff to have execution of the goods of the deceased which were in hand on the day of the garnishment, or, if they were eloiigned, to the value from their own goods.—And he had it &c.

Statute  
merchant.

§ John de S., knight, sued a writ out of a statute merchant against John de H., who proffered the money.—*Gayneford* said that he should not be compelled to receive it without a tender of costs, for the statute<sup>1</sup> gives them.—*Trewith*. The statute &c. except where the land is tilled, and we are not in that position; and if the sheriff do well he would let the body of the debtor go free, and then you would have no other recovery against the sheriff but by writ of Debt.—And to this HILLARY agreed.—And then *Trewith* prayed that the Court would record the refusal.—*Gayneford*. We pray that he may be detained for the expenses and costs, and we are ready to receive the money.—SCHARDELOWE. He shall not be detained, but if we see that expenses and costs shall be adjudged, you shall well get them.—*Gayneford* agreed, and prayed that the money might be counted. And it was so and was delivered to the party. And the Court made John de H. find mainprise to be there in three weeks of Easter; and the same day was given to John de S., to await their judgment. And the statute was entered on the roll and afterwards delivered to the defendant &c.

Scire  
facias.

§ See the beginning of this plea in last Michaelmas term, where the executors of Thomas de Greye sued a

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<sup>1</sup> 13 Edw. I. St. 3.

cutours, et bref retourne qils furent garnez, et ne A.D. 1338. viendrent pas; par quei execucion fut agarde, et avoit le "fieri facias" de lever ses chateux qil avoient entre mayns des biens la mort; et le vicounte retourne qil avoit pris chateux a la value de xx. souz, et dit qil navoient plus entre mayns des biens le mort &c.; par quei &c. — *Pole* vynt et pria bref al vicounte dexecucion aver des biens le mort queux ils avoient entre mayns jour de garnissement ou a la value de lour biens demenes sils soient aleygues.—Et habuit &c.

§ Johan de S. chivaler siwist un bref hors dun Statut marchant. statut marchaund vers Johan de H., le quel profre les deners.—*Gaign.* dit qil ne serra pas mys de les resceivere saunz tendre les costages, qare lestatut les doune. —*Trew.* Lestatut &c. si noun ou la terre est gaynable, et nous ne sumes en le cas, et si le vicounte face bien il lerreit le corps aler a large, et dounques nusset autre recoverir vers le vicounte qe bref de dette.—Et a ceo HILLARY acorda. — Et puis *Trew.* pria qe la Court recorderit le refuser. — *Gaign.* Nous prioms qe il soit detenuz pur la myse et les costages, et nous sumes prest de resceiver les deners. — SCHARD. Detenuz ne serra il pas, mes si nous veioms qe myses et costages serrount ajugges vous avendrez bien a les. — *Gaign.* agreea, et prie qe les deners furent countez. Et sic fuerunt et liverez a la partye. Et la Court fist Johan de H. trover meynprise destre illoeques a treis semaygnes de Pasche; et idem dies a Johan de S. dattendre lour jugement. Et lestatut fut entre en roule, et apres baille a la party defendant &c.

§ Vide principium istius placiti<sup>1</sup> termino Michaelis Scire ultimo eu les executours Thomas de Greye siwerunt<sup>facias</sup>

<sup>1</sup> See p. 319 ante, where the names are different.

A.D. 1338. Scire Facias against William Corbet and Emma his wife, as the tenants of lands which belonged to John de Erngewes on the day when the recognizance was executed to their testator, who came into court and said that there was one Adam who held part of the lands which belonged to the said John on the day of the recognizance and prayed that he might be garnished. The executors could not deny this, wherefore a writ issued to make Adam come, and the same day was given to William and Emma, and they had their day at the morrow of the Purification, at which day the sheriff returned that Adam was garnished; who came.—*Rokell*. You have here Adam who tells you that there is one John de Dall who holds one acre of land which belonged to John de Edynghill on the day of the recognizance, and he prays that he may be garnished &c.—*Trew*. What do William and Emma his wife answer? Inasmuch as they say nothing we pray execution.—*Rokell*. It is not proper that they should answer before you have replied to Adam's exception, for if you admit it all will demur until he (J. de D.) is garnished, and if you will deny it and join issue with Adam, he will answer.—*Trewith*. They have lost the challenge to say that another is tenant; and although the plea be given for Adam, that does not prove that William and Emma shall not answer; and inasmuch as they do not answer we pray execution against them.—*HILLARY*. Although the plea does not lie in their mouth they can hold to Adam's plea if they will, and if they do not answer now and you take issue with Adam and it be found for you, you will have execution against all, because they held to that plea; and even if they answer you will never have execution until the issue between you and Adam be tried. And then *Rokell* came and said that he could not deny it, and he prayed a Scire Facias against all the tertenants whom he would name in the same county.—And he had it.

un "scire facias" vers William Corbet et Emma sa femme come tenantz des terres qe furent a Johan de Erngewes jour de la reconisance fait a lour testatour; qe viendrent en court et disoyent qe ly avoit un Adam qe tient partye des terres qe furent a mesme cestuy Johan jour de la reconisance et prièrent qil fut garny. Les executours ne pount ceo dedire, par quey bref issist de faire venir Adam, et idem dies done a William et a Emme et avoient jour a lendemayn de la Purificacion, a quel jour la vicounte retourna qe Adam fut garny, qe vient.—*Rokel*. Vous avez icy Adam qe vous dit qil y ad un Johan de Dall, qe tient un acre de terre qe fut al Johan de Edynghill jour de la reconisance, et prie qil seit garny &c.—*Trew*. Quei responet William et Emme sa femme? de ceo qils diount rienz nous prioms execucion.—*Rokell*. Il ne covent mye qils responet avaunt qe vous estes respondu al excepcion Adam, qe si vous le conisetz tut demurra tant qil soit garny, et si vous volez dedire et prendre issue a Adam il respondra.—*Trew*. Ils ount perdu le chalenge a dire qe autre est tenant; et coment qe le plee soit done pur Adam ceo ne prove mye qe William et Emme ne respondront, et de ceo qils ne responet point nous prioms [execucion] devers eux.—*HILLARY*. Tut ne gist mye le plee en lour bouche ils se pount tenir au plee Adam sils voillent, et sils responet mye ore et vous pernez issue ove Adam et soit trove pur vous, vous averez execucion vers toutz, pur ceo qils se tendrent a ceo plee; et mesqe il responet vous averez jammes taunqe lissue entre vous et Adam soit trie.—Et puis *Rokell* vint et dit qil ne poet dedire, et pria un "scire facias" vers toutz le terre tenantz queux il voleit nomer en mesme le counte, et habuit.

A.D. 1338. A writ of Wardship was brought demanding the wardship of the body of John, son and heir of William de C., against one R., who came and said that he had nothing except jointly with one Robert de D. by lease from one Otho de Grandison, and we pray judgment of the writ. And he put forward to the Court the deed witnessing the lease.—*HILLARY* said that he would be received to that plea without showing the specialty. *Quære*.—*Stouford*. You were the first who occupied the wardship after the death of your tenant, and of that estate you are this day a deforçant, without this that you have anything by the lease, ready &c.—*Pole*. We can not be a party to that issue without him who is joint feoffee, wherefore that is not answer without a reply to his deed.—*Stouford* was driven to say that he was sole deforçant without this that the other had &c.—*Pole*. We pray process on the Statute.<sup>1</sup>—*SCHARDELOWE*. You are not within the statute, to have process on the statute, because the statute only gives such process in the case of lands and tenements, but wardship is only a chattel.—*Pole*. Then by putting forward the deed we are at common law.—*Haward*. At common law no plea in such a case was of any other effect than if he had not put forward any deed; wherefore we hold it now of no other value: and therefore will you have the averment?—*Pole*. Yes, Sir.—And the averment stood &c.

Formedon. § William Howes of Nottingham brought a writ of Formedon against Alice who was the wife of Matthew de Villers, and demanded certain land &c.—*Kelshulle*. Sir, we tell you that Alice holds the same land in dower of the endowment of her husband, and by the assignment of John, son of Richard, her husband's son, and for such an estate we vouch him to warranty; and because he is under age we pray that the parole may demur.—*Pole*. You ought not to be received to that, for we tell you that she had a joint estate in the life of her husband made to her and her husband and

<sup>1</sup> 34 Edw. I. st. 1.

§ Bref de garde fut porte, a demander la garde du A.D. 1338.  
 corps Johan, fitz et heir William de C., vers un R., Garde.  
 qe vient et dit qil navoit riens si noun joynt ove un  
 Robert de D., de lees un Otes de Graunsone, et de-  
 mandoms jugement de bref. Et mist avant le fait a  
 la Court qe tesmoigne le lees.—**HILLARY** dit qil serra  
 resceu a cel plee sanz moustrer especialte. Quære.—  
*Stouf.* Vous fuistes le primer qe ocupastes la garde  
 apres la mort vostre tenant, et de cel estat vous estes  
 huy ceo jour deforcez, sanz ceo qe vous avez riens du  
 lees, prest &c.—*Pole.* A cest issu nous ne poms estre  
 partie sanz cestuy qest joynt feffe, par quei ceo nest  
 pas respons sanz respondre a son fait.—*Stouf.* fut  
 chace a dire qil fut sole deforceour sanz ceo qe lautre  
 navoit &c.—*Pole.* Nous prioms proces sur lestatut.—  
**SCHARD.** Vous nestes mye en cas de statut daver  
 proces sur lestatut, pur ceo qe lestatut ne donne mye  
 tiel proces mes de terre et de tenementz ; mes garde  
 nest qe chatel.—*Pole.* Donques sumes nous a la comune  
 ley par mettre avant le fait. — *Harward.* Ne fut nul  
 plee a la comune ley la ou a la comune ley en tiel  
 cas dautre effect qe sil nust mys avant nul fait ; par  
 quei nous luy tenoms ore de nul autre value ; et pur  
 ceo volez laverement ?—*Pole.* Sire, oil.—Et stetit veri-  
 ficatio &c.

§ William Howes de Notyngnam porta un bref de Formedon.  
 forme de doun vers Alice qe fut la femme Mayheu de  
 Villers, et demanda certeine terre &c.—*Kels.* Sire, nous  
 vous dioms qe Alice tient mesme la terre en dowere del  
 dowement son baron, et del assignement Johan fitz  
 Richard fitz son baron, et de tiel estat nous luy  
 vouchoms a garrantie ; et pur ceo qil est deins age  
 nous prioms qe la parole demoerge.—*Pole.* A ceo ne  
 devez estre resceu, qare nous vous dioms qil avoit joint  
 estat en la vie soun baroun fait a luy et a soun baroun

A.D. 1338. their heirs, and the husband is dead, and thus she has the fee, wherefore to vouch as for an estate in dower to delay us from our rightful action you ought not to be received.—*Kelshulle*. You ought not to get to this counterplea, for no law gives this counterplea, and if this should be a counterplea it would be for the vouchee to make it when he comes into court &c.—*BASSET*. The law differs when one vouches for a cause and when one vouches simply; when one vouches for a cause you give to the party the advantage of pleading to the cause; now you have shown a cause, so he may have a plea, by your own giving, to the cause; and still a simple voucher would have been good.—*Stouford*. Even if he had vouched without a cause or without showing his estate, yet if it be law that he can have such a counterplea as he now gives, he could have shown how the infant vouchee was under age and have shown his deed as he has now shown it and have put himself as far on in an answer to him then as he does now; but I do not think that there is a counterplea in either case.—*HILLARY*. If you do not answer we will oust you from the voucher.—*Kelshulle*. Whereas he has said that our husband had nothing except jointly with us and our heirs, we tell you that he was solely seised in his demesne as of fee on the day of his death.—*Pole*. He had nothing except jointly with you in the manner which we have stated, ready &c.

Præcipe  
quod  
reddat

§ A "præcipe quod reddat" was brought against a man and his wife, and the husband made default, and the wife came and prayed to be received to defend her right, and was received, and she vouched to warranty as assignee of one Roger, and showed how Roger was enfeoffed with warranty to him and his heirs and assigns, and said that Roger enfeoffed her, and so she vouches to warranty the two daughters of the first feoffor, and said that they were under age, and prayed that the parole might demur until their full age.—*Pole*. Whereas you

et a leur heers, et le baroun est mort, et issint tient ele A.D. 1338. fee, par quei a voucher com estat de dower en delaiaunt nous de nostre accion dreiturel ne devez estre resceu.—

*Kell.* A cest countreple ne devez avenir, qare ceo countreplede est doune par nulle ley, et si ceo serroit countreplee ceo serroit a vouche quant il vendra en court, &c. — *BASSET.* La ley est divers la ou homme vouche par cause et la ou il vouche simplement; quant il vouche par cause vous donez avauntage a la party a pleder a la cause, oue ore vous avez moustre cause, issint put il aver plee par vostre livre a la cause; et unquore le voucher ust este assetz bon simple.—*Stouf.* Mes qil eit vouche saunz cause ou saunz moustrer son estat, sil soit ley qil avera tiel countreplee com il donne ore maintenant il pout aver moustre coment lenfaunt fuit deinz age qe fut vouche et daver moustre soun fait teil com il ad moustre ore et luy mettre taunt avaunt adounques de respoundre a luy com il fait ore; mes jeo ne croy mye qe en lun cas nen le autre qil soit contreplee.—*HILLARY.* Si vous ne responez nous vous ousteroms de voucher.—*Kell.* La ou il ad dit qe nostre baroun navoit rien si noun joint ove nous et noz heirs, nous vous dioms qil fut soul seisi en soun demene com de fee jour qil morust.—*Pole.* Il navoit rien si noun joint ove vous en la manere com nous avoms dit, prest &c.

§ Un "præcipe quod reddat" fut porte vers un <sup>Præcipe</sup> homme et sa femme, et le baroun fist defaute, et la <sup>quod</sup> femme vient et pria destre resceu a defendre son droit, <sup>reddat.</sup> et fut resceu, qe voucha a agarrantie com assigne un Roger, et moustra coment Roger fut enfeffe od garrantie a luy et a ses heirs et a ses assignez, et dit qe Roger luy enfeffa, et issint vouche il a garrantie deux filles le primer feffour, et dit qels furent deinz age, et prioms qe le paroule demur taunqe lour age.—*Pole.* La



A.D. 1338. have vouched as assignee of Roger, we tell you that Roger never had anything in the tenements.—*Rokel*. That is not a counterplea; for you can not have a counterplea unless it be by statute or by counterpleading the estate of him who vouches as by saying that he never had anything by his assignment.—*HILLARY*. You have given him matter, inasmuch as you have shown that Roger was seised and enfeoffed you, and if he was never seised then he could not make a feoffment; but if you had vouched simply without saying anything about an assignment he would not have had such a counterplea, and your voucher would have been good enough: wherefore reply to what he has said.—*Rokel*. Sir, he was seised, ready &c.—And the other side said the contrary.

Assise of  
darrein  
presente  
ment.

§ Robert Earl of Oxford brought an assise of Darrein presentement against one William de Marleberge, and made his declaration of a presentation made by one Alice wife of Hugh late Earl of Oxford, grandfather of this Robert who brings the assise, whose heir he is, to whom this advowson was assigned by way of dower by one Richard son and heir of the said Hugh and uncle of Robert who brings the assise, whose heir he is; so he vouches the brother of Hugh father of Robert, who presented his clerk &c. by whose death the church is now vacant:—and he showed three other previous presentations by his grandfather and his great-grandfather:—and thus he is seised of the advowson and thus it belongs to him to present.—*Rokel*. Sir, you see clearly how he supposes by his writ that we deforce him of the advowson, and thereby he supposes that he is out of possession, and he has himself admitted in his declaration that he himself is seised of the advowson, and thus he has abated his own writ; judgment of the writ.—*Trewith*. We will admit that we are seised of the advowson in another way, supposing that we are out of our possession, in which case such a writ would not lie.—*HILLARY*.

ou vous avez vouche come assigne Roger, nous vous A.D. 1338. dioms qe Roger navoit unques rienz en les tenementz. — *Rokell*. Cest nest pas countreplee, qare vous ne poez aver countreplee si ceo ne soit par estatut oue countrepleder lestat celuy qe vouche, come a dire qil navoit unques rien de soun assignement. — *HILLARY*. Vous luy avez done matere en taunt come vous avez mostre qe Roger fut seisi et vous enfeffa; et sil ne fut unques seisi, dounques ne put il feffement faire; mes si vous ussez vouche simplement saunz rien parler dassignement il nust mye eu tiel countreplee et vostre vouchier ust este assetz bon: et pur ceo responez a ceo qil ad dit.—*Rokell*. Sire, il fut seisi, prest &c.—Et alii e contra.

§ Robert Counte de Oxoneforde porta un assise de <sup>Assise de dreyn presentement.</sup> drein presentement vers un William Merleberge et fist sa demoustraunce de un presentement fait de une Alice la femme Hugh jadis Counte de Oxoneforde aiel mesme cesty Robert qore porte lassise, qi heir il est, a qy cest avowesoun fut assigne a tenir en noun de dower par un Richard fitz et heir mesme cestuy Hugh et uncle Robert qore porte lassise, qy heir il est, issint vouche frere Hugh pere Robert, le quel presenta un soun clerk &c. pur qy mort le eglise est ore voide; et moustra autres trois presentements devaunt par soun aiel et soun besaiell, issint est il seisi del avowesoun et issint appent a luy a presenter.—*Rokell*. Sire, vous veez bien coment il suppose par son bref qe nous luy deforceoms lavowesoun et par taunt suppose il estre hors, et il ad mesme conu qil est mesme seisi de lavowesoun en sa demoustraunce, issint abatu son bref demene, jugement de bref.—*Trew*. Nous voloms conustre qe nous sumes seisi del avowesoun autrement, supposant nous estre hors de nostre possession, en quel cas tiel bref ne girreit mye.—*HILLARY*. La

A.D. 1338. The declaration would have been better if you had omitted the words "seised of the advowson," and it is supposed by his action; and therefore although it be a thing which is supposed by his action, thereby there is no cause for abating the writ; therefore answer.—*Rokel*. We tell you that whereas he supposes by his declaration that the advowson is in gross and separate, we tell you that it is appendant to such a manor, and we demand judgment of the writ. — *Trewith*. That is not a plea, in the way in which you give it, and if it were a plea at all it would be to the action; and if we were in a Quare Impedit where one can have a writ to the Bishop for default of an answer, we would pray a writ to the Bishop immediately; but in this case we can do nothing but pray the assise, for where one alleges appendancy he must show how he is seised of that to which he supposes the advowson to be appendant, and show some presentation made by him who was seised thereof as appendant, or otherwise it is no answer.—*Rokel*. We tell you that it is appendant to such a manor, of which you are seised of two parts, and we of the third part, and we demand judgment of the writ; and if it be found, ready to hear the recognition &c.—*Trewith*. As to the appendancy which he alleges, he has not shown it so emphatically that by law it ought to be on the roll; wherefore we pray the assise.—And the Justices agreed with this.

Assise of  
Novel disseisin.

§ William brought an assise of Novel Disseisin against Henry the son of Benedict and John his brother, and the plaint was made for a virgate of land &c. Henry answered as tenant and pleaded to the assise, and as to the rest John alleged that his estate was joint with E. his brother &c., and for that he put forward a deed.—*Thorpe*. John had not anything in the freehold on the day when the writ was purchased, but Henry was tenant and John was named as a disseisor, and we do not think that by such a deed he can put off our assise.—*Grene*. You shall

demoustraunce ust este meliour si vous ussez lesse ceste A.D. 1338. paroule "seisi de lavowesoun;" et si est il suppose par saccion, et pur ceo mesqil eit chose qest suppose par saccion, par taunt nad il mye cause dabatre le bref: et pur ceo responez.—*Rokell*. Nous vous dioms qe la ou il suppose par sa demoustraunce qe lavowesoun est un gros et a per ly, nous dioms qil est apendant a tiel maner, et demandoms jugement de bref.—*Trew*. Ceo nest pas plee par la manere com vous luy donez, et sil serroit asqun plee il serroit al accion, et si nous fuissoms en un "quare impedit" oue homme puit aver bref al Evesqe par defaute de respons, nous prieroms bref al Evesqe meynenant; mes en [ceo] cas nous ne poms rien faire mes prier lassise, qare la ou homme alegge apendance il covient moustrer coment il est seisi de ceo de quei il suppose lavowesoun apendant, et de moustrer asqun presentement fait par cestuy qe fut seisi come apendant, ou autrement il nest pas respons.—*Rokell*. Nous vous dioms qil est apendant au tiel maner de quey vous estez seisi de deux parties et nous de la terce partye, et demandoms jugement de bref: et si trove soit, prest doier la reconisance &c.—*Trew*. Quant al appendance qil allegge il nad pas moustre si fort, qe par ley dust estre en roule; par quey nous prioms lassise.—Et a ceo acorderent les Justices.

§ William porta un assise de novele disseisine vers Henri le fitz Benet et Johan son frere, et la pleinte fut fait dune verge de terre &c. Henri respondi com tenant et pleda al assise, et Johan alleggea quant al remenant qe son estat fut joint ove E. son frere &c.; et de ceo mist avant un feat.—*Thorpe*. Johan navoit rien en le frauncktenement jour del bref purchase, einz H. fut tenant et J. nome com un disseisour, et nentendoms pas qe par tiel fait puit il nostre assise targer.—*Grene*. A ceo plee navendrez mie, del houre qe

Assise de  
novele dis-  
seisine.

A.D. 1338. not get to that plea, since at common law one would have no answer in opposition to the charter, but the writ would immediately abate; and you do not pursue the process; for in such a case it is given by statute<sup>1</sup>; wherefore we demand judgment.—WILLOUGHBY. Such a plea is given by the new law, for where one undertakes a plea as tenant when he is not tenant, he can not aver otherwise than as tenant, for the averment is given to him, and the first time this was seen was before Sir William de Bereford and was by him adjudged in a case where another than the tenant pleaded in bar by a release, and by him the averment was accepted in a plaint before Sir William Herle: therefore will you have the averment?—*Grene*. He ought not to be received to aver the freehold to be in the person of Henry, for he tells you that he has nothing in the freehold nor had he on the day when the writ was purchased, but he disclaims it utterly.—WILLOUGHBY. You shall not now get to that plea, for previously you pleaded to the assise, and on your plea the assise was awarded against you, wherefore you shall not now resort to plead to the assise. He would not have been received to aver the tenancy to be in his person, in opposition to the disclaimer.—And then it was found by verdict that Henry was tenant and that John had nothing: and it was found that Henry was a disseisor and that John had committed no tort; wherefore it was adjudged that he (William) should recover against Henry &c., and that he should be in mercy as regarded John &c. And it was said by WILLOUGHBY that if John had been tenant and Henry not, the writ would have abated, because the contrary of the plaintiff's mise was found &c.

Assise of  
Novel disseisin.

§ The aforesaid Henry and John his brother on the same day brought an assise of Novel Disseisin against the said William plaintiff in the other assise for the same tenements for which he had judgment against Henry.—*Thorpe* pleaded in bar by the judgment by

<sup>1</sup> 34 Edw. I. st. 1.

a la comune ley encountre la chartre homme avoit nul A.D. 1338. respons, mes meyntenant le bref abati; et vous ne pursiwes pas le proces; qar en tiel cas est done par estatut: par quei nous demandoms jugement.—WILBY. Tiel plee est done par novel ley, qe la ou homme enprent plee com tenant la ou il nest pas tenant, autre qe tenant ne puit averer, qar laverement lui est done, et le primer foithe viewe ceo fut devant Sire William de Beresford et par lui agarde fut en cas la ou autre qe tenant pleda en barre par relees, et par lui laverement fut accepte de plainte devant Sire William Herle: et pur ceo voillez laverement?—*Grene.* Daverer la franc-tenement en la persone H. ne deit il estre resceu, qar il vous dit qil nad rien en le fraunc-tenement navoit jour de bref purchace, einz tut outrement desclaym.—WILBY. A cel plee navendrez a ore, qar devant vous avez pledee al assise, et sur vostre plee lassise agarde devers vous, par quei vous ne resortires mie ore a pleder al assise. Il nust pas estee resceu daverer la tenance en sa persone encountre la desclamance.—Et puis fut trove par verdit qe H. fut tenant et J. navoit rien: et fut trovee qe H. fut disseisour et qe J. navoit fait nul tort: par quei fut agarde qil recoverast vers H. &c., et qil fut en la mercie vers Johan &c. Et dit fut par WILBY qe si Johan ust este tenant et H. ne mye, le bref ust estee abatu, pur ceo qe la countrare de la mise le pleintif fut trovee &c.

§ Lavandit B. et J. son frere mesme le jour porte-  
rent une assise de novele disseisine devers mesme ces-  
tui W. pleintif en lautre assise de mesmes les tene-  
mentz des queux il avoit jugement pur luy devers H.  
—*Thorpe* pleda en barre par le jugement par quel il

Assise de  
novele dis-  
seisine.

A.D. 1338. which he recovered against Henry and against John on the same day, and demanded judgment if they ought to have an assise against him.—*Grene*. He himself has admitted that he is not tenant: besides, by this record which he has alleged he was acquitted of the disseisin and he was not found to be tenant, but another was so; thus he has nothing in the record which &c.; wherefore we do not think that we have any need to reply to that judgment, and we pray the assise.—WILLOUGHBY. You are here a party to the record; for inasmuch as you were named in the writ, although he was amerced in the writ as against you, you can not have the assise against him without showing how, as you say, you are not tenant, inasmuch as he recovered his right against you and the freehold was by the judgment affirmed in his person; and it would be contrary to law that for a thing which he has recovered against you by a judgment to which you were party you should have an assise against him without showing a cause for it.—And then the plaintiff was nonsuited.

Assise of  
Novel dis-  
seisin.

§ William de Lapte brought an assise of Novel Disseisin against L. de Prestone &c., and made his plaint for 40s. and 6s. and 8d. of rent and the rent of a robe &c.; and he put forward three deeds; and one deed stated that one William, the tenant's ancestor, had granted 40s. of rent to the plaintiff &c.; and another deed stated that he had granted to him 6s. 8d.; and in the third deed the tenant recited the two grants previously made by his ancestor, and moreover granted the 46s. 8d. of rent and the rent of a robe to the plaintiff, to be taken out of his lands &c.—*Thorpe* challenged the plaint, because it was as one freehold, and by the deeds it was proved that they were several freeholds. And he was put to answer over by WILLOUGHBY.—And then *Thorpe* challenged that he had put forward the two deeds which were as titles &c.—WILLOUGHBY. He does not put forward the first two deeds as titles, but to give informa-

recoveri vers H. et devers Johan mesme le jour, et A.D. 1338. demanda jugement sils duissent assise avoir devers lui.

—*Grene.* Il mesme ad conu qil nest pas tenant: ovesqe ceo, par ceo record qil ad allegge il fut acquite de la disseisine, et il ne fut pas trovee tenant einz autre; issint il nad rien en le record qe lui devers; par quei nentendoms pas qe nous avoms meister a cel jugement respondre, et prioms lassise. — *WILBY.* Vous estes icy partie al record, qar en tant com vous fustes nommee en le bref, coment qil fut amercie en le bref devers vous, vous ne poez aver lassise devers lui sanz mustrer coment a ceo qe vous dites qe vous nestes mie tenant en tant com il recovere devers vous son droit et le frauntenement afferme par le jugement en sa persone; et il serroit encountre lei qe de chose qil ad recovere huy ceo jour par jugement a qi vous estes partie qe vous averez une assise devers lui sanz mustrer coment.—Et pus le pleintif fut nounsiiwy.

§ William de Lapte porta une assise de novele disseisine vers L. de Prestone &c., et fist sa plainte de xl. souz et xi. souz de rente et viii. darres et la rente dune robe &c., et mist avant trois featz; en un fet compris saver qun William auncestre le tenant avoit graunte xl. souz de rente al pleintif &c., et un autre feat qil avoit graunte a lui vi. souz et viii. deners, et en le terce fut compris qe le tenant resitta les deux grauntes featz devant par son auncestre et conferma mesme les featz et graunta outre les xlvi. souz et viii. de rente et la rente dun robe al pleintif a prendre de ses terres &c.—*Thorpe* challengea la plainte pur ceo qil fait ceo come un frauntenement, et par les featz est provee qe ceux sont divers frauntenements. Et fut mis outre par *WILBY.* — Et puis *Thorpe* challengea de ceo qil avoit mis avant deux featz quels furent come titles &c.—*WILBY.* Il ne met mie avant les deux primers featz pur nul tite mes pur doner conisance de

Assise de  
novele dis-  
seisine.



A.D. 1838. tion about the rents ; but the third deed which is your own deed, by which the preceding grants are recited, and which grants the rent and the robe &c., which is in itself one deed and one title, this he takes for title ; and if the first two deeds were burnt I think he would have an assise by virtue of the third deed ; and therefore answer, and afterwards plead to the assise.

Assise of  
Novel disseisin.

§ Alice who was the wife of Gerard de A. brought an assise of Novel Disseisin against a man and his wife, who pleaded in abatement of the writ by joint-tenancy, and to show this put forward a deed. And upon this process was made by the statute<sup>1</sup> to another day, on which day the husband made default. The wife prayed to be received as tenant jointly with another, and she was ousted by WILLOUGHBY because she would not be received unless she were sole tenant, according to the meaning of the statute.—The contrary of this seems &c.

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<sup>1</sup> 34 Edw. I. st. 1.

les rentes; mes la terce fait qest vostre feat demene A.D. 1338.  
 pur quel il est resite les grantes precedents, et grante  
 le terce et la robe &c., quel en lui est un feat et un  
 title, et ceo voet il pur title: et mesqe les deux pri-  
 mers featz furent ars jeo croi qil avera lassise pur le  
 terce feat: et pur ceo responez, et puis pledez al  
 assise &c.

§ Alice qe fu la femme Gerard de A. porta une assise Assise de  
novele dis-  
seisine.  
 de novele disseisine vers un homme et sa femme qe  
 pleda en abatement de bref par jointenance et de ceo  
 moustra avaunt un fait; et sur ceo fuist proces fait  
 par estatut a un autre jour, a quel jour le baron fist  
 defaute; la femme pria destre resceu com tenant joint  
 ove un autre, et fut ouste par WILBY pur ceo qele  
 ne serra par resceu sil ne fut sole tenante al entende-  
 ment destatut. Cujus contrarium videtur &c.



**EASTER TERM**  
**IN THE TWELFTH YEAR OF**  
**THE REIGN OF KING EDWARD THE THIRD**  
**FROM THE CONQUEST.**

EASTER TERM IN THE TWELFTH YEAR OF  
THE REIGN OF KING EDWARD THE THIRD  
FROM THE CONQUEST.

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A.D. 1338. § Husband and wife prayed to be received, and were received by default of the tenant for life; and they pleaded. Afterwards at another day the husband was essoined as being in the King's service. On the day which he had by his essoin the husband came by attorney, and he did not bring his warrant: the wife was essoined as being in the King's service.—THE COURT. The wife is not in a situation to be received by the default of her husband, for the husband has lost the advantage of the law in such case, and the wife can not have the advantage without her husband. — Wherefore seisin was awarded &c.—The reason is that the husband was out of Court when he failed of his warrant.

§ A writ was brought against a man and his wife and the son, and the son made default: the demandant prayed seisin of the land as to a moiety: the husband and wife said that they held the entirety.—*The demandant*. You hold in common, ready &c. At the Nisi prius the husband made default at the day which he had in Court. *Trewith* came with the wife and said to the Court, Because we are in doubt what process you will award as to a moiety, see here the wife who prays to be received &c.—SCHARSHULLE. As to the tenancy of the son you can not be received without your husband; nor by the default of the husband can she be received before the petit Cape is returned: wherefore perchance he will have only one petit Cape for the entirety; and thus it may well be, and that judgment against the son be respited.—Afterwards the Court said that the petit Cape

DE TERMINO PASCHÆ ANNO REGNI REGIS  
EDWARDI TERTII A CONQUESTU XII<sup>o</sup>.<sup>1</sup>

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§ Le baron et sa femme prièrent destre resceu et A.D. 1338. furent resceu par defalte del tenant a terme de vie, et plederont; puis a autre jour le baron fut essone de service le Roi; al jour qil avoit par essone le baron vynt per attourne et ne porta mie son garrant; la femme fut essone de service le Roi.—CURIA. La femme nest mie en cas destre resceu par defalte son baroun, qe le baroun ad perdu avantage de ley en tiel cas, et la femme ne pout avantage aver sanz son baroun. Par quei seisine fut agarde &c. Ratio quare, le baroun fut hors de court quant il failli de son garrant.

§ Un brief fut porte vers un homme et sa femme et le fitz, et le fitz fit defalte; le demandant pria seisine de terre de la moyte; le baron et la femme disoient qils tyndrent lentier.—*Le demandant*. Vous tenez en comune, prest &c. Al nisi prius le baron fist defalte al jour qil avoit en court.—*Tr.* vynt ove la femme et dist a la Court, Pur ceo qe nous sumes en awer quel proces vous agarderez de la moyte, voiez ci la femme qe prie destre resceu &c.—SCH. De le tenance le fitz vous ne poez mie estre resceu sanz vostre baron; ne par defalte le baron ne poet ele estre resceu avant le petit cape retourne; par quei par cas il navera qun petit cape de lentier; et bien poet estre ita, et qe la jugement vers le fitz soit respite. Puis la court dit qe le petit cape ne serroit mes de la

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<sup>1</sup> This heading is taken from I | " termino Paschæ anno regni regis  
T. has only in small writing "De | " Edwardi, &c. xii. in aliis libris."

A.D. 1338. should only be for the moiety ; for if the demandant sued the petit Cape for the entirety by the default of the husband, the demandant should not get at another day to say that the three held in common.—*Trewith.* But, Sir, you cannot award seisin of the other moiety ; for if so, then at another day, if the demandant has released the default, the husband would have lost the power to maintain the first issue on the sole tenancy, which would be inconvenient.—HILLARY, SCHARSHULLE, and all the Justices. We will not award seisin of any parcel, but judgment shall be respited for that moiety until the petit Cape for the other moiety is returned, and then the wife may say that she is sole tenant of the entirety, and that averment and that issue shall go for all if the demandant is willing to reply.—*Gaynesford.* That would be to receive the woman to plead another's right without her husband, and by another's default, where the statute only gives it by the default of the husband. — SCHARSHULLE. Although the entirety be not precisely in danger of being lost by the default of the husband, nevertheless by the default of the husband in not maintaining the first issue the other moiety is in danger of being lost : now the statute<sup>1</sup> says " if the husband is unwilling to defend the right of his wife, let " the wife be received " : now the wife is in this case.—HILLARY. A wife was never received where her husband had a day in court ; and I say that if a præcipe be brought against a husband and his wife and a third person, and all make default, and all wage their law jointly, and then the third make default and the husband make default on the same day, when the petit Cape is returned the wife shall never be received to defend the entirety, for she shall not be received to defend anything but what she and her husband could defend together when the husband appeared.—SCHARSHULLE and ALDEBURGH. But now in the case before us the husband and his wife may defend

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<sup>1</sup> Westm. 2. 13 Edw. I. c. 3.

moyte, qe si le demandant suyst le petit cape dil A.D. 1338. entier par la defalte le baron, le demandant navendra mie a un autre jour a dire qe les treis tiegnent en comune.—*Tr.* Mes, Sire, vous ne poez pas agarder seisine de lautre moyte; qar, si sic, donques a un [altre] jour, si le demandant relessa la defalte, le demandant<sup>1</sup> ust perdu de meintenir le primer issue sur le soul tenance, qe serroit inconvenient.—*HILL.*, *SCH.*, ET OMNES *JUSTICIARII*. Nous ne agarderoms mie seisine de nulle parcelle, mes serra jugement respite de cele moite tanqe al petit cape retorne de lautre moite, et donqe la femme purra dire qui ele soul tenant de lentier, et cel averement et cele issue irra pur tut si le demandant voille replier.—*Gainé.* Ceo serroit a resceivere la femme de pleder altre droit sanz son baron, et par autri defalte ou lestatut ne le donne mes par defalte le baroun.—*SCH.* Coment qe lentier ne soit mie precise a perdre par defalte le baron, mes ne mie pur ceo par defalte qe le baron ne meyntynt pas le primer issue lautre moite est a perdre; ore voet lestatut “quod si vir “ noluerit jus uxoris suæ defendere admittatur uxor”: ore est la femme en le cas.—*HILLARY.* Unques femme ne fut resceu la ou son baron ad jour en court, et jeo die qe si un præcipe soit porte vers le baron et sa femme et le terce, et toutz firent defalte, et toutz gagent la ley joyntement, et puis le terce fit defalte et le baron fit defalte a mesme le jour, le petit cape retourne, la femme ne serra jammes resceu a defendre lentier, qe ele ne serra resceu a defendre riens mes ceo qe lui et son baroun puissent defendre ensemble qant le baroun apiert.—*SCH.* et *ALD.* Mes ore en nostre cas le baron et sa femme puissent defendre lentier, et si ele ne serra

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<sup>1</sup> I. baron.



A.D. 1338. the entirety, and if she shall not be received, by the covin of the husband and the demandant in naming a stranger the wife will be ousted of the rescit; and I say that this is not inconvenient that a woman shall defend more than is taken into the King's hands by the default of her husband than by force of the statute by departure in contempt of the Court a woman shall be received in respect of that which is not taken into the King's hands: and in an assise and Jury a wife shall be received by the default of her husband; yet nothing is to be lost by the default; wherefore let a moiety be taken and let judgment be respited as to the other moiety.—HILLARY. Perchance the third is tenant. SCHARSHULLE. The wife will offer to maintain that he is not.—HILLARY. She can not be party to the averment before she be received; wherefore she must be received now or never.—*Mallum*. If a præcipe be brought against two, and one make default, and on the return of the grand Cape for the moiety the other say that he holds the entirety, and the demandant say that it was a tenancy in common on the day of the "venire facias" or after he who appeared made default, the petit Cape shall be awarded for a moiety, and seisin of the land as to the other moiety which he did not persist in proving that he held. And he alleged where it was so adjudged: which was allowed by the whole Court.—*Mallum*. By the old law the moiety in this case was lost because the husband did not prosecute the plea; and the statute does not give a defence to the sole party except where the damages are to him alone; and in case another were party to the issue to whom the damages would be as well as they would be to him, he shall not be received. So here: if a præcipe be brought against three, and at the return of the Cape for the default of one the other two offer to aver or the demandant that they two hold the entirety, and after issue joined the one who appeared make default, you shall have only one petit Cape for the third part and

pas resceu, par covinè dil baron et dil demandant par A.D. 1338. nomer dun estrange, la femme serroit ouste de la resceite; et jeo di qe ceo nest pas inconvenient qe femme defend plus qe nest pris en la meyn le Roi par la defalte son baroun, qe par force de lestatut par departir en despit de la court femme serra resceu de ceo qest pas pris en la meyn le Roi; et en assise [et] Jure femme serra resceu par defalte son baron, unqore riens este a perdre par defalte; par quei soit la moite prise et jugement respite de lautre moite.—HILLARY. Par cas le terce est tenant.—SCH. La femme tendra de meyntenir qe noun.—HILLARY. Ele ne poet estre partie al averement eynz qe ele soit resceu, par quei il covient qele soit resceu ore ou james.—*Mallum*. Si un præcipe soit porte vers deux, et lun fait defalte, al grant cape de la moite retorne lautre dit qil tynt lentier, le demandant dit tenance en comune al jour de venire facias, ou apres celui qe apparust fist defalte, petit cape serra agarde de la moite et seisine de terre de lautre moite qil ne purswist pas qil tendi: etallegga ou il fut ajugge.—Quod ei concessum fuit de tota curia.—*Mallum*. Al auncien lei la moite en cas ceo fut perdu pur ceo qe le baron ne pursuist pas; et statut ne doune mie defense al soul partie mes la ou les damages sount a lui soul; et en cas ou altre fut partie al issue a qui le damage serroit auxint bien com serra a lui, il ne serra pas resceu: ut hic; si præcipe soit porte vers treis, et al cape retorne, par defalte del un les deux tendent daverer ou le demandant qe eux deux tenent lentier, et apres issue joynt lun qe apparust fait defalte, vous naverez qun petit cape de la terce partie et judicium respectuatur

A.D. 1338. a respite of judgment for the first part, and "idem dies" for him who appeared; for he who now makes default can save the default by pleading imprisonment, and if judgment were given for the demandant as to the third part the damages shall extend as much to him who is in Court as to him who makes default, which ought not to be. And it was said that this had been adjudged, &c.: but see in this case, still the Court can give judgment to the demandant for a moiety of the first third part for the nonsuit of that one who was party to the averment. And note that on the morrow *Trewith* cited the case which *Mallum* cited as above, and said contrary to *Mallum's* opinion that the judgment on the return of the petit Cape should be respited as to the moiety; and this was not denied by the Court. — Afterwards SCHARSCHULLE, by way of judgment, said to the clerks, As to a moiety enter a petit Cape, and "idem dies" for the wife; and as to the other moiety, because the Court has not yet made up its mind if the wife be receivable, enter a respite of judgment, and give a day to the demandant and not to the wife &c. — Note that HILLARY was of a mind to have received the wife now at this day for a moiety, or for land which was in danger of being lost by default because the husband did not pursue the issue, &c.: but this is to be wondered at, when the husband had a day in Court, &c. On the day of the return of the petit Cape the husband was essoined as being in the King's service, and essoined was by judgment declared good: "idem dies" as above, and respite as to the remainder as above. And afterwards at the Octaves of St. Hillary in the 13th year the husband did not come; wherefore the wife came and said that she was ready to maintain the issue which was first offered by her husband and her, namely that they were sole tenants, and that the son had nothing &c., and if he will admit that the son has nothing, then the wife prayed to be received to defend the entirety, by the default of the husband &c. — *Parning*. As to what is in

de la primere partie, et idem dies a celui qe appa- A.D. 1338  
rust; qe celi qe ore fait defalte poet saver la defalte  
par enprisonement, et si jugement fut taille pur le  
demandant de la terce partie, le damage serroit tant  
avant a celui qest en court com a celui qe fait defalte,  
qe ne doit estre. Et dit fut quod istud fuit judica-  
tum &c.; mes vide in casu iste uncore put la court  
doner jugement al demandant pur la moite de primere  
terce partie pur le nounsuer de ceste une qe fust partie  
al averement. Et nota quod in crastino *Tr.* alleggea  
le cas qe *Mall.* alleggea ut prius et dixit purement  
contrarium oppinioni de *Mall.*, et dit qe le jugement  
al petit cape retorne serra respite de la moite, et non-  
dum dedictum fuit a Curia. Puis SCH. pro judicio  
dixit clericis, Qant a la moite entrez un petit cape,  
“idem dies” a la femme; et qant al autre moite, pur  
ceo Court nest pas avise si la soit resceivable “re-  
spectuatur judicium,” et donez jour al demandant et  
nient a la femme &c.—Nota qe HILLARY fut en purpos  
daver resceu la femme ore a ceo jour de la moite com  
de terre qe fut a perdre par defalte qe le baron ne  
pursewit pas lissue &c.; sed mirum, qant le baron avoit  
jour en court quod ita &c. Al jour de petit cape re-  
torne le baron fut essone de service le Roi; et lessone  
par jugement agarde bon; idem dies ut supra, et respit  
a le remenant ut supra; et apres ad octavas Sancti  
Hillarii anno xiii. le baron ne vint pas, par quei la  
femme vynt et dist qe ele fut prest a meintenir lissue  
qe fut prismes tendu par son baron et lui, saver qil  
sunt soul tenantz et qe le fitz nad riens &c., et sil  
voet conustre qe le fitz nad riens, donques prie la  
femme de estre resceu a defendre lentier par la defalte  
le baron &c.—*Parn.* Qant a ceo quest a perdre par

A.D. 1338. danger of being lost by the default of the son, the wife is coverte, and before she is received &c. she can not say anything to delay the judgment for the demandant, wherefore as to this we pray seisin of the land.—SCHARSHULLE. As to what is in danger of being lost by the default of her husband the wife is receivable.—Wherefore he received the wife.—And thereupon *Stouford* vouched for the wife &c.—*Parning*. The demandant offers to aver that the three hold in common, ready &c.—SCHARSHULLE. This averment shall go to the whole, if the wife will maintain it, for the third has nothing. Wherefore the averment was received with respect to the whole tenancy.—And nothing was recorded but that she was received &c.

§ A writ of Covenant for three mills leased by A. to B. for four years, to sustain the mills &c. and that he should leave them in as good condition as they were in at the date of the lease &c.—*Trewith* had counted that the posts were rotten so that they could not be repaired: and the writ was brought within the term, and he had produced the deed of Covenant.—*Stouford*. By his declaration he has counted of the time of the lease, so that it appears plainly that the term has not yet passed, where all the time during the term is given to repair; judgment if he ought to be received to such a declaration.—*Trewith*. This is to our action.—THE COURT (unanimously). It is not; it is sufficient for the party that your declaration proves that your action has not yet accrued, without putting him to plead to the action, for he takes it all from yourself.—*Trewith*. Then no one shall have a writ of Waste during the term.—THE COURT (unanimously). A writ of Waste and a writ of Covenant are not of the same nature.—*Trewith*. We have counted that the mills cannot be repaired; and if I be ousted of my term, I shall have a writ of Covenant and shall recover damages for the whole of the time to come, as one whose term is in effect ended; so here, when my term states that the mills cannot be repaired, in effect his

la defalte le fitz la femme est coverte, et avant ceo qe A.D. 1338.  
 ele soit resceu, &c., ne purra ele riens dire a targer le  
 jugement le demandant, par quei qant a ceo nous  
 prioms seisine de terre.—SCH. Qant a ceo qest a perdre  
 par defalte son baron le femme est resceivable. Par  
 quei il resceust la femme. Et sur ceo *Stouf.* voucha  
 pur la femme &c.—*Par.* Le demandant tend daverer  
 qils tenent en comune, prest &c.—SCH. Cest averement  
 irra a tut, si la femme le voudra mayntenir, qe le terce  
 nad riens; par quei laverement fust resceu qant a tut  
 la tenance.—Et riens fut recorde qe ele fut resceu &c.

§ Un brief de Covenant de treis molins lesses par  
 A. a B. pur iiij. auns a sustenir les molyns &c. et les  
 lesserent en auxint bon estat com il sont ore al  
 temps de lees &c.—*Tre.* avoit counte qe les postes fu-  
 rent purriz qils ne pount estre reparailles; et le bref  
 fut porte deynz le terme, et avoit mis avant lescript  
 de covenant.—*Stouf.* Par sa demustrance il ad counte  
 del temps de lees, issint apiert overtement qe le  
 terme nest pas oncore passe, ou tut le temps deynz  
 le terme est done de reparailer, jugement si a tiele  
 desmustrance devez estre resceu.—*Tr.* Cest a nostre  
 accion.—CURIA, una voce, Non est, qe il suffit a la  
 partie qe vostre demustrance prove qe vostre accion  
 nest pas oncore venuz sanz mettre le al accion, qe il  
 le prent tut de vous mesme.—*Tr.* Donques navereit nul  
 homme bref de Wast deynz le terme.—CURIA, una  
 voce. Bref de Wast et bref de Covenant ne sunt pas  
 dune mesme nature.—*Trew.* Nous avoms counte qe les  
 molins ne pount estre reparailles, et si jeo soi ouste  
 de mon terme jeo averai bref de Covenant et re-  
 coverai damages de tut le temps avenir com celui qui  
 terme en effecte est fini, auxint cy, qant mon counte  
 voet qe les molyns ne pount estre reparailles en effecte

A.D. 1338. is ended.—HILLARY and SCHARSHULLE said expressly that this action cannot be had before the end of the term. — *Trewith*. The specialty binds him by express words that he shall preserve the mills always in the like condition as or in a better condition than when they were leased.—THE COURT. Still, all the time is given to repair them.—*Trewith*. Admit then the deed, and we will abide judgment. — SCHARSHULLE. This is not proper, for he takes his plea from your own acknowledgment: and if you have anticipated your time, has he any need to admit the deed? (intimating the negative.) —On the morrow the Justices said with one assent, that if he leased a manor with a provision that the lessee should keep the houses and other things in as good a condition as when they were leased, although the deed did not speak of yielding them up in as good a condition as when they were leased, he shall have an action, and by such a specialty an action will not be given before the end of the term, although destruction be made during the term; and it is not like a writ of Waste which is given by a special law.—ALDEBURGH, *ad idem*. Suppose that in the case which you put houses were thrown down and that the end of the term was so near that it was not possible to repair the houses, would it be right, in order to maintain a writ of Covenant within the term, to say that it is impossible to repair them? Certainly not, for the damage during the term is to the lessee.—HILLARY. One shall never have an action during the term if the deed do not state expressly that if houses be thrown down an action of covenant shall immediately accrue.—*Trewith*. When the law gives me an action I do not care a straw although the specialty do not expressly give it; (this was admitted by all:) although waste be committed and a writ be brought, and before the plea the waste be amended and repaired, the action is extinguished.—And note that it was afterwards adjudged that he should take nothing by his writ &c.

son terme est fini.—HILL. et SCH. diount expressement A.D. 1338. que ceste accion ne poet estre pris avant la fin de terme.

—Tre. Lespecialte lui charge par expresse paroules qil salvara les molins tut temps en altiel estat ou meilleur qil ne furent lessez.—CURIA. Uncore tut le temps est done pur reparailier les.—Tre. Conusetz donqe le fait, et nous demurroms en jugement.—SCH. Ceo ne covient ja, qil prent de vostre conissance demene, et si vous eiez anticipe vostre temps ad il mester de conustre le fait? quasi diceret non. In crastino les Justices disoient par un assent mesqe il lessa un manoir a sustenir les mesons et autres choses en auxint bon estat com ils furent lessez, mesqe le fait ne parle mie de rendre sus les en auxint bon estat com ils furent lessez, il avera accion, et oncore par tiele especialte accion ne serra pas done avant la fin de terme mesqe destruccion soit fait deynz le terme; et non est simile a bref de Wast qest done par ley especiale.—ALD. ad idem. Mettez en le cas qest mis mesons fussent abatuz et que la fin de la terme soit si pres que impossible serroit de reparailier les maisouns, serroit il reson pur meyntenir un bref de Covenant deynz le terme a dire que cest impossible de reparailier les? nenyl certis, que les damages deynz le terme est al lesse.—HILLARY. Jammes navera homme accion deynz le terme si le fait nevoleit expressement que si mesons feussent abatuz que meyntenant accion de covenant feust done.—Tr. Qant lei me doune accion jeo ne doune une festue mesqe lespecialte ne parle expressement: ad hoc fuit done ab omnibus; mesqe wast soit fait et bref porte et avant le plee le wast fut amende et reparaille que accion fut esteint.—Et nota puis agarde fut qil ne prist riens par son bref &c.



A.D. 1338. § The executors of John brought a writ of Detenue of  
 Detenue. a writing against an Abbat, who said that a bond was delivered to him by John and by one B. on condition &c. ; wherefore a "scire facias" issued for B. ; and B. came by attorney.—*Stouford*. An attorney does not lie for him.—*HILLARY*. I received him in this manner, that if it pleased our companions he might so appear, and if not, that he might not.—*ALDEBURGH* and *SCHARSHULLE* to *Pole*. Say for B. what you will, and we will consider if the appearance by attorney lies here.—*Pole* put forward an indenture made by the said John to the said B., which stated that if B. could show by an acquittance that the sum mentioned in the bond was paid, the bond should be considered void. And see here the acquittance by the said J. of the said bond ; and we do not think that the said bond shall be delivered to the executors of John.—*THE COURT*. You do not say anything except to show that the debt is extinguished ; it may be an answer to a writ of Debt brought against you, but not to this writ of Detenue.—Afterwards it seemed to the Court that appearance by attorney could not lie in that "scire facias."

Dower. § In a writ of Dower the tenant vouched one not calling him the heir of the husband ; when judgment was given the demandant said that he who was vouched was the heir of the husband, and prayed judgment for herself.—*THE COURT* gave judgment for her, that the recovery should be had against the tenant, and that he should recover over, because the vouchee was not vouched to warranty as heir but as a stranger &c.

§ Note, when services are granted to one for term of his life, the reversion to others in fee, by the "per quæ servitia" the grantee for life shall have attornment, and by acquittance granted he shall have acquittance for his own life, for longer he cannot be acquitted ; and then he in reversion must have a fresh "per quæ ser-

§ Les executours Johan [Triple] porterent bref de A.D. 1338. detenue descript vers un Abbe, qe dit qun obligacion lui fut livere par Johan et par un B. sur condicion &c.; par quei Scire facias issist pur B., et B. vynt par attourne. — *Stouf.* Attourne ne gist pas pur lui. — *HILLARY.* Jeo lui resceu en tiele manere, qe sil plust a noz compaignons qil poet, et si noun ne mie. — *ALD. et SCH. a Pole.* Dites pur B. ceo qe vous volez, et nous aviseroms si lattourne icy gise. — *Pole* mist avant une endenture fet par lavantdit J. a mesme cesti B., qe voleit qe si B. pout mustrer par acquittance qe la somme contenue en lobligacion fut paye, qe lescript obligatoire feusse tenuz pur nul; et veiez ci acquittance del dit J. de mesme lobligacion; et nentendoms mie qe la obligacion serra a les executours Johan livere. — *CURIA.* Vous ne ditez riens mes a prover qe la dette est esteinte, qil pout estre un respons a un bref de dette porte vers vous, mes ne mie en ceste detenue. Puis sembleit a la Court qe attourne ne gist pas en cel Scire facias &c.

§ En un bref de Dower un voucha nient nomant le heir le baron; qant jugement fut rendu, le mandant dit qe celui qest vouche est heir le baron, et pria jugement pur lui. — *COURT* dona jugement pur lui, qe le recoverir se tailla vers le tenant, et il outre, quia non vocatur ut heres ad warrantiam, sed ut extraneus &c.

§ Nota, qant services sunt grantez a terme de sa vie, le reversion as autres en fee, per le "per quar servitia" le graunte avera attournement, et par acquittance grante il avera lacquittance pur sa vie demene, qe puis avant ne poet il acquiter, et donques celui en le reversion covient aver novel "per quar

A.D. 1338. "vitia" and an acknowledgment of new acquittance. And thus it appears that he cannot distrein during the possession of the tenant for life.

§ In an assise for a place containing 40 feet in length and 10 feet in width it was alleged that formerly an assise was brought for the same freehold, and at that time the plaint was made, but that the first plaint was for a less quantity than the present, that this writ was purchased pending the other writ, and we demand judgment of the writ.—*Trewith*. The quantities do not agree.—*Gayneford*. They are the same tenements, ready &c.—To this *Trewith* would not reply; wherefore the writ abated &c.

§ One A. vouched B. as heir to be summoned in the counties of A. and D.: the vouchee came and entered into warranty as one who had nothing by descent in fee in the counties where he was summoned.—*HILLARY*. We have no regard to whether you have anything by descent in those counties or in others.—*Stouford*. He has only charged us in those two counties.—*HILLARY*. That which the party said he said to cause you to be summoned, and it was not said to you as to a party to him, for at that time you had not a day in Court.—And afterwards he submitted to warrant simply, and traversed the action.—It was said by the Clerks that in a writ of Ravishment of Ward if the plaintiff be essoined after appearance, it shall be adjourned to the Eyre, and so &c.

§ In a præcipe which A. brought against B. the Court recorded the appearance of the tenant before the fourth day; and the demandant always appeared, and at the fourth day also; but the tenant had falsely, on the Monday which was the first day, entered an essoin for the demandant, and on the fourth day it was adjudged and adjourned, whereas the demandant had always appeared, as was recorded by the Justices; and the tenant caused an essoin to be entered for himself.—*SCHAR-*

"servitia" et conustre novel acquitance; et sic patet A.D. 1338. quod non potest distringere durant la possession tenant a terme de vie.

§ En une assise dune place contenant xl. pies in longitudine et x. pedes in latitudine, fut allegge qe autrefoitz une assise fut porte de mesme le franktenement, et a cel temps la plainte fut faite, mes la primere plainte fut de meyndre quantite qe nest ore, et cesti bref purchace pendant lautre bref, et demandoms jugement de bref.—*Tre.* Les quantites ne se acordent pas.—*Geine.* Ils sunt mesme les tenementz, prest &c. A quei *Tre.* ne voleit respondre; par quei le bref sabatist &c.

§ Un A. voucha B. com heir qe serra somons en le counte de A. et de D.; le vouche vint et entra en la garrantie com celui qe riens navoit par discente en fee en les countes ou il fut somons.—*HILLARY.* Nous navoms regard le quel vous avez par discente en ceux countees ou en autres.—*Stouf.* Il nous ad charge mes en les deux countees.—*HILLARY.* Ceo qe la partie dit il dit pur vous faire somondre, et il nest pas dit a vous com a partie a lui, qe a cel temps naviez pas jour en court. Et puis il granta dentrer simplement, et traversa laccion. Dictum fuit a clericis qen bref de ravissement de garde si le pleintif soit essone apres apparaunce ele serra ajourne en Heir, et sic &c.

§ En un præcipe qe A. porta vers B. la Court recorda lapparaunce le tenant devant le quatrieme jour, et le demandant tut temps apparust, et al quatrieme jour auxint, mes le tenant par fauxine avoit entre le Lundy qe fut le primer jour un essone pur le demandant, et ele fut ajugge al quatrieme jour et ajourne, ou le demandant tut temps avoit apparu, com recorde fut per Justices, et le tenant fist entrer

A.D. 1338. SHULLE. By consideration of the Court, we quash the essoin of the tenant; for we record his appearance on Monday; and also we quash the essoin of the demandant which is falsely entered, for we record his continual appearance, and we forbid that any essoin be adjourned before the party be solemnly called; for the judgments belong to us.—*Trewith* for the demandant prayed seisin, because the tenant is now called and comes not but has departed in contempt of the Court.—HILLARY. Although we recorded the appearance of the tenant, to quash an essoin, nevertheless the tenant never appeared in this writ, for he was never before called; wherefore he could not depart in contempt of the Court before he was called and then appeared and afterwards went away.—Wherefore a grand Cape was awarded.—Thus note that what was entered on the roll was reversed. See an amended essoin above, quære in the last leaf but one.

§ A præcipe was brought against two: one said, by guardian, that he held the entirety, and vouched: the other answered by attorney and claimed the entirety and traversed the action. And so note that the demandant ought not to reply that they are tenants in common before both have pleaded.—*Trewith*. Although one man is guardian and another is attorney, at least both are attorneys and guardians constituted by one bill, wherefore one can not contradict the other.—SCHARSHULLE. The same person may be attorney for one man and guardian for another in one præcipe, and the attorney for his one client may claim the entirety and plead one plea, and for his other client he may claim the entirety and plead another plea.—*Trewith*. That would be for a man to give himself the lie.—HILLARY and SCHARSHULLE. Not so; he pleads in the names of two persons.—And some of the Justices wondered at this as if they did not

un essone pur lui mesme.—SCH. per considerationem A.D. 1338. curiæ, Nous quassoms lessone le tenant, qar nous recordoms sa apparence Lundy, et auxint quassoms lessone le demandant qest fausement entre, qar nous recordoms tut temps sa apparence, et defendoms qe nul essone ne soit ajourne avant ceo qe partie soit sollempnement demande, qar les jugements sunt a nous.—*Tr.* pria pur le demandant seisine, pur ceo qe le tenant est ore demande et ne vynt pas, eyns est departi en despit de la court.—HILLARY. Mesqe nous recordoms lapparence le tenant pur quasser un essone, nepurqaunt le tenant ne apparust unques en cesti bref, qe il ne fut unques demande avaunt; par quei il ne poet en despit de la court departir eynz ceo qil soit demande et donques aperge et puis sen va; par quei un grand cape fut agarde. Sic nota qe ceo qe fut entre en roule fut reverse. Vide essone amende supra, quære penultimo folio.

§ Un præcipe porte vers deux; lun dit par gardein qil tint lentier et voucha; lautre respondi par attourne et clama lentier et traversa laccion. Et sic nota qe le demandant ne deit mie replier qe tenantz en comune eynz qe lun et lautre eiount pledez.—*Tre.* Coment<sup>1</sup> qe un homme est gardein et altre est attourne, al meyns lun et lautre sunt attournes et gardeins fait par une bille, par quei lun ne poet mie contrarier lautre.—SCH. Une mesme persone poet estre attourne pur un homme et pur un autre homme gardein en un præcipe, et lattourne pur son un client poet clamer lentier et pleder un plee, et pur son autre client il poet clamer lentier et pleder un altre plee.—*Tr.* Ceo serroit qe un homme deit mentir de sa bouche demene.—HILL. et SCH. Nenyl, il plede en noun de deux persones. Et ascuns Justices se esmerveillèrent de ceo sicom celui qe ne granta mie tut

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<sup>1</sup> T. counta. I. Coment.

A.D. 1338. agree to it.—SCHARSHULLE to *Trewith*. We make no account that they are named in one bill, and we are without doubt that they are to be considered as two persons who are pleading, one as guardian and another as attorney; wherefore, deliver yourself.—*Trewith*. We will imparl &c.—On the morrow he said, It was an ancient maxim that when one is named in my writ who is tenant the writ is good; wherefore if that opinion which is now given is law the old law is false.—SCHARSHULLE and HILLARY. That old law holds very good when there is no dispute between the two.—Wherefore *Trewith* could have no other issue but that they were tenants in common. And so to the country.

Debt.       § In a writ of Debt brought against one named in the bond where each obligor was bound in the whole, he who was named pleaded that he was under age at the time of the making of the bond. It was found that he was of full age; wherefore the Court adjudged that the plaintiff should recover.—ALDEBURGH said that the bond should not be cancelled, for that the plaintiff might still sue against the others &c.

§ A man was essoined as being in the King's service after the grand Cape. On the day which he had by the essoin the tenant appeared and did not bring his warrant; and the demandant prayed seisin because he had not his warrant.—*Pole*, for him, waged his law that he was never summoned and was never essoined.—THE COURT. When he wages his law he shall do so for the first summons and not for the summons which he had by the grand Cape; wherefore the law supposes the summons by the grand Cape, since you appear, and consequently the essoin is cast by you; and by intendment of law, since if you had not been essoined the demandant would have recovered your land by default after default, therefore one can not suppose the essoin, which is an excuse and saving of your land, to have

ceo cy.—SCH. a *Tre*. De ceo qils sunt nomes en une A.D. 1338. bille nous ne chargoms pas; et nous sumes ore sanz difficulte qils ount deux qe pledount, un gardein et un altre attourne; par quei deliverez vous.—*Tr*. Nous emparleroms &c. In crastino Ceo fut un aunciene maxime, qant un est nome en mon bref qe est tenant le bref est bon, par quei si cele oppinion qe ore est done est lei cele auncien lei est faux.—SCH. et HIL-LARY. Cele auncien lei tient bien lieu qant debat ne fut mie entre les deux. Par quei *Tre*. ne pout autre issue<sup>1</sup> aver mes qe tenantz en comune. Et sic ad patriam.

§ En un bref de Dette porte vers un nome en la obligacion ou chescun fut oblige in solidum, celui qe fut nome pleda qil fut deynz age al temps de la confection. Trove fut qe de plein age; par quei la court agarda qe le pleintif recoverast.—ALD. dit qe loblacion ne serroit pas dampne qe le pleintif uncore pout suivre vers les autres &c.

§ Un homme fut essone de service le Roi apres le grant cape. Al jour qil avoit par essone le tenant apparust et ne porta mie son garrant; le demandant pria seisine quia non habuit warrantum.—*Pole*, pur lui, tendi sa lei qe unques somons ne unques se fist essoner.—CURIA. Qant il gage sa lei il le fra de le primer somons et ne mie del somons qil ad del grant cape; par quei lei entent le somons al grant cape del hure qe vous appergez, et per consequens lessone est gettu par vous, et par entendement de lei, de puis qe si vous ne ussez este essone le demandant ust recovere vostre terre par defalte apres defalte, par quei homme ne doit entendre lessone qest excusement et

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<sup>1</sup> I. respons.



A.D. 1338. been cast by any other than yourself. It is otherwise where the essoin of being in the King's service is cast before the grand Cape.—*Trewith*. Then a serjeant and every officer of this Court will lose his land; for after a Cape and the essoin cast, of which thing a serjeant knows nothing at all, when he himself is party to the writ, he shall be called at the bar and shall come for obedience sake, and he knows not to what; and by his appearance he will lose his land; and he shall never have a writ of Deceit, on account of his appearance.—And no answer was made to this.—SCHARSHULLE said, If you were not essoined as being in the King's service then you made default after default; and if you wish to have a writ of Deceit, say that you did not come as party to the writ or to the plea: adieu, and leave us to act upon it; (intimating that the demandant shall recover by default after default).—And seisin of the land was awarded by judgment &c.

§ In a præcipe, *Stouford*. I held nothing on the day of the purchase of this writ, ready &c.—HILLARY. Perhaps you hold now.—*Stouford*. This shall come by surmise of the party demandant.—HILLARY. It will not.—*Stouford*. I held nothing on the day when the writ was purchased, nor do I now, ready &c.—And the other side said the contrary.—Note that SCHARSHULLE said that one shall never have an exigend or action on Prohibition except by the writ.

Waste.

§ In a writ of Waste brought in Bartone, [*Gayneford* said] There is no such vill without addition in the county; and he named the addition.—*Stouford*. Bartone is a vill without addition, ready &c.—*Gayneford*. You shall say how without addition.—SCHARSHULLE. He says that Bartone, where the tenements are which you hold for life, is a vill without addition, which is sufficient.—*Gayneford*. This will not be in the issue, as we hold

salvacion de vostre terre este par altre gette qe par A.D. 1338. vous mesme. Secus est ou essone de service le Roi este gette avant grant cape.—*Tre.* Donques un serjeant et chescun officer de ceste court perdra sa terre; qar apres un cape et lessone gette quele chose un serjeant de tut ne sciет riens ou il mesme est partie al bref, il serra demande a la barre et vendra, et pur sa obeissance, et ne sciет a quei; et par sa apparance il perdra sa terre, et ja navera il bref de desceite pur sa apparance. Et ad hoc non fuit responsum.—*SCH.* dit qe si vous ne fussez essone de service le Roi donqe faitez defalte apres defalte; et si vous voillez aver bref de desceite dites qe [mesqe vous apparastes ore quant vous fustes demandez vous ne saveistes de nul bref, par quei]<sup>1</sup> vous ne venistez pas com partie al bref ou al pleе; et alez a dieu et lessez nous convenir: quasi diceret le demandant recovera par defalte apres defalte: et seisine de terre fut agarde par jugement &c.

§ En un præcipe *Stouf.* Jeo ne tynk riens jour de cesti bref purchace, prest &c.—*HILLARY.* Poet estre qe vous tenez ore.—*Stouf.* Ceo vendra par sourmise de partie demandant.—*HILLARY.* Noun fra.—*Stouf.* Jeo ne tynk riens jour de bref purchace ne ceo jour, prest &c. Et alii e contra.—*Nota,* qe ja navera homme exigent ou accion sur prohibicion sinoun par le bref, par *SCH.*

§ En un bref de Wast porte en Bartone, Il ni ad nulle tiele ville sanz adjeccion en le counte, et dit ladjeccion.—*Stouf.* Bartone est ville sanz adjeccion, prest &c.—*Gein.* Vous dirrez comment sanz adjeccion.—*SCH.* Il dit qe Bartone ou les tenementz sunt qe vous tenez a terme de vie est ville sanz adjeccion, qe suffit.—*Geine.* Ceo ne serra mie en lissue ou nous

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<sup>1</sup> The passage in [ ] is from I.

A.D. 1338. the tenements.—THE COURT. If the Inquest pass for the plaintiff, it shall be held as not denied by the tenant that he holds for life by lease from the plaintiff; but if it pass for the tenant, in another writ the tenant is at liberty to claim the fee.—So note. And quære whether the waste shall be held as not denied if the Inquest pass for the plaintiff as to the writ.—Afterwards HILLARY caused the issue to be entered thus,—that whereas the tenant said there was no such vill without addition, ready &c., the other said that there was such a vill in the same county without addition; and no more.—And note, in the beginning *Stouford* said that such a challenge does not lie in a writ of Waste; but the Court said that it does &c.

Waste.

§ A writ of Waste was brought by the Earl of Hereford against Alice who was the wife of one John formerly Earl of Hereford, of tenements which she held in dower of the endowment of the said Earl.—*Pole*. We are not named Countess, judgment of the writ.—*Stouford*. One shall never join in a writ, "Command A. Countess of Hereford who was the wife &c.," which thing must necessarily be put in a writ of Waste of Dower.—ALDEBURGH ad idem. In a writ of Dower when a Countess brings the writ, it shall never say "that he yield up to A. Countess &c. who was the wife;" so here.—This reason was allowed by all the Court.—*Pole*. One can have a writ thus, "Summon A. Countess of Hereford &c. to show why she has committed waste &c. of lands &c. which she holds in dower of the gift (endowment?) of J. formerly Earl of Hereford father of the demandant whose heir he is."—ALDEBURGH. She is sufficiently honoured by these words "who was the wife."—And it was said that in an assise or in another writ where it is not necessary to call her "the wife &c." as a surname, if she be not called Countess the writ will abate.—And afterwards SCHARSHULLE in haste adjudged the writ to be good; for which haste he was blamed by

tenoms les tenementz.—CURIA. Si lenqueste passe pur A.D. 1338. le pleintif, il serra tenuz a nient dedit del tenant qil tint a terme de vie dil lees le pleintif; mes si pur le tenant, a un altre bref le tenant est a large pur clamer fee. Sic nota: et quære si le Wast serra tenuz a nient dedit si lenqueste passe pur le pleintif qant al bref.—Puis HILLARY fist entrer lissue issint, qe la ou le tenant dit qil nad nulle tiele ville sanz adjeccion, prest &c., et lautre qil ad tiele ville en mesme le counte sanz adjeccion, sanz plus. Et nota idem in principio [*Stouford* dit qe tiel chalenge ne gist pas en bref de Wast; sed Curia dixit quod sic &c.].<sup>1</sup>

§ Un bref de Wast fut porte par le Counte de Herford<sup>2</sup> vers Alice qe fut la femme un Johan nad-gaires Counte de Herford des tenementz qele tient en dower del dowement mesme le Counte.—*Pole*. Nous ne sumes pas nome Countesse, jugement de bref.—*Stouf*. Jammes homme ne joyndra en un bref “Præcipe A. comitissæ de Herford quæ fuit uxor &c.,” quele chose covient a force estre mis en un bref de Wast de dower.—ALD. ad idem. En un bref de Dowere qant Countesse porte le bref ne dirra jammes “quod reddat A. Comitissæ quæ fut uxor”; sic hic. Ista ratio fuit concessa a tota Curia.—*Pole*. Homme poet aver tiel bref, “Summone A. comitissam Herfordiæ &c. ostensura quare fecit vastum &c. de terris &c. quæ tenet in dotem de dono J. quondam comitis Herfordiæ patris le demandant cujus heres ipse est.”—ALD. Ele est assez honoree par cele paroule “quæ fuit uxor.” Et dictum fuit qen assise ou en altre bref ubi non oportet nominari uxorem in cognomine, si ele ne soit nome Countesse le bref abatera. Et puis SCH. en haste agarda le bref bon; de quele haste il fut blame de ses compaignons; et puis les Justices

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<sup>1</sup> The passage in [ ] is from I. | <sup>2</sup> I. Hertford.

A.D. 1838. his companions. And then the Justices said that they were agreed beforehand to the same judgment.—*Stouford*. The writ says at the end "to the disherison of the " said Earl," and does not determine certainly which Earl, judgment of the writ.—*Trewith*. It shall be understood of and refer to the Earl who is alive; otherwise, if an Earl bring a writ against another Earl &c. But if I bring a writ against one J. of the seisin of one J. my father, and the writ say "summon the aforesaid J.," the writ is good, for the relative shall refer to him who is alive.—*SCHARSHULLE*. If the writ said, "to the disherison of that Earl" which is a pronoun demonstrative, then it would refer to him who is alive, but "the " aforesaid" refers to both indifferently.—And afterwards the writ was adjudged to be good.—*Stouford*. They have assigned waste in elders, hazels and ashes, which trees, namely elders are not subjects of waste, so their declaration is not warranted by the writ; judgment of the count.—*HILLARY*. This is only to discharge yourself of so much; for if at the great Distress waste be returned by the sheriff of a thing whereof the law does not adjudge waste, of so much judgment shall discharge him, and they shall give judgment for the remainder.—*Stouford*. A thing pleaded and a thing found by Inquest are not the same; and we think that elder is not the subject of waste in a wood; and we think that if one exceed legal terms in a count the whole will abate; and we demand judgment outright of his declaration, and if the Court adjudge the count to be good we are ready to answer.—*Trewith*. And we demand judgment, since you plead only in discharge of parcel, which is to the action; for we can not have any other declaration on such a matter: and as to the remainder, they do not answer; judgment, and we pray seisin of the place wasted.—*HILLARY*. If waste was only assigned of elder, and the plea were taken as it is now, would not that be

disoient qils furent assentuz avant meyn a mesme le A.D. 1338. jugement.—*Stouf*. Le bref voet en la fin, “ad exheredationem predicti Comitiss,” et ne determine mie quele Counte en certain, jugement de bref.—*Trew*. Il serra entendu et referra al Counte qest en vie. Secus, si un Counte porte bref vers un autre Counte &c. Mes si jeo porte bref vers un J. de la seisine un J. mon pere, et le bref voille “summonne predictum J.” le bref est bon; qar le relatif referra a celui qest en vie.—*SCHAR*. Si le bref voleit “ad exheredationem ipsius Comitiss,” qest un pronoun demonstratif, donqe il referreit a celui qest vif, mes “predicti” refiert al un et al autre indifferenter.[—*Trewith*. “Ipse” est un pronoun demonstratif par absence, mes “ille” par presence; par quei le “ipsius” refiert plus proprement qe “predicti” &c.<sup>1</sup>]—Et puis le bref fut agarde bon.—*Stouf*. Ils unt assigne Wast en houze, coudres, freyns, ceux arbres, saver houzes ne sount compris sur non de Wast, issint lur demustrance nient garranti de bref, jugement de counte.—*HILLARY*. Ceo nest mes a descharger vous mesme de tant, qe si a la grant destresse Wast soit retourne par vicomte de chose dount lei najugge mie wast, de tant jugement lui deschargera, et del remenant ils frunt jugement.—*Stouf*. Il nest pas un chose plede et chose trove par enqueste; et nous entendoms qe houze nest mie wast en bois, et quidoms qe si homme passe termes de lei en sun counte qe tut abatera; et demandoms jugement tut outre de sa demustrance, et si la court agarde le counte bon, prest a respondre.—*Tre*. Et nous jugement puis qe vous ne pledez mes en descharge de parcelle, qest al accion; qar altre demustrance sur tiele nature ne poms aver; et al remenant ils ne responent pas, jugement; et prioms seisine del lieu waste.—*HILLARY*. Si waste ne fust assigne fors de houce, et le plee fut pris com il

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<sup>1</sup> The passage in [ ] is from I.

A.D. 1338. to the action? (intimating the affirmative.) And it appeared to the Justices that hazels, elders, and alders were subjects of waste. And it appeared that if *Stouford* would not say any thing else as to the remainder he would be convicted of waste.—And then the Court asked *Stouford* if he would say anything as to the remainder. And he said, As to twelve oaks the lord gave us permission by this deed to give them to one A., and he granted by the same deed that on that account we should not be impeached of waste, wherefore it seems to us that he shall not be received.—THE COURT. What do you answer as to the remainder?—*Stouford*. If he admits his release as to parcel in this writ of Waste we think that we shall not answer as to the remainder.—SCHARSHULLE. If one by permission fells one tree here and another there, and so on throughout the whole wood, it is doubtful if a writ of Waste lies for the several fellings: but if a man fell in a particular corner trees by permission and waste the remainder, it is clear that he shall answer.—*Stouford*. She did not waste or spoil the other trees, ready &c.—And the other side said the contrary.—And some of the Justices said that a man could not be convicted by non-defence in a writ of Waste.—*Trewith* asserted the contrary.—And note here that the opinion was that although the Court should now adjudge elder to be a tree subject to waste, still no judgment should be given thereon before the inquest was taken as to the rest &c.—*Stouford* thought that if the Court adjudged that elder was a subject of waste, he should then have an answer in chief &c.—And afterwards on another day *Trewith* said that no judgment should be given whether elder was a tree subject to waste or not; for it could not be final for all.—SCHARSHULLE. Perhaps you say truly; and this lies within our judgment. But it appeared that it would be for the whole.—Afterwards *Stouford* was put to answer as to the remainder, as above; wherefore he traversed the waste as to the remainder, as above; and said, Sir we think that you shall not take this Inquest before we

est ore, ne serroit ceo al accion? quasi diceret sic. Et A.D. 1338 apparuit per Justices qe coudre houche alne nest mie dit wast; et apparust qe si *Stouf.* ne voleit autre chose dire al remenant qil serroit atteint de wast. Et puis la Court demanda de *Stouf.* sil voleit riens dire del remenant. Et il dit, qant a xij. keyns, le seignur nous dona conge par ceo fait de doner les a un A., et granta par mesme le fait qe pur cele encheson nous ne serreioms mie enpesche de wast; par quei il nous semble qil ne serra mie resceu. — CURIA. Quei responez de remenant. — *Stouf.* Sil conust son relees [de parcelle]<sup>1</sup> en cesti bref de Wast nous quidoms qe nous ne respondroms mie del remenant. — SCH. Si un homme par conge abate une arbre cy une altre la, et issint par tut le bois, il est doute si bref de Wast igise pur plusurs abatuz; mes mesqe un homme abate en un tiel corner arbres par conge, et waste le remenant, il est cleer qil respoundra. — *Stouf.* Ele nabati ne gasta les autres arbres, prest &c. Et alii e contra. — Et aliqui Justitiariorum dixerunt qe homme ne poet estre atteint par noun defendu en bref de Wast. — *Tr.* dixit contrarium. — Et nota hic quod oppinio fut qe mesqe la court ajuggast ore apres qe houche serroit arbre de wast, oncore nul jugement serra de ceo rendu avant lenqueste prise del remenant &c. — *Stouf.* entendi qe qant Court ajugge qe houche est arbre de wast, il avera donques respouns en chief &c. — Et puis a un autre jour *Tr.* dit qe nul jugement serra renduz le quele huche soit arbre de wast ou noun; qe il ne poet estre final pur tut. — SCH. Par cas vous dites verite, et ceo chiet en nos jugements: mes il apparust qil serroit pur tut. — Puis *Stouf.* fut mis a respoudre del remenant ut supra, par quei il traversa le wast qant al remenant ut supra: et, Sire, nous entendoms qe vous ne prendrez pas ceste enqueste, eynz

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<sup>1</sup> From I.



A.D. 1338. have judgment about the elder.—SCHARSHULLE. That falls within our judgments, for the waste is one thing.—*Stouford*. For this one shall not take two Inquests &c.—THE COURT. We are not advised whether elder be a tree subject to waste or not, and we are not advised to take an Inquest before our decision on that point; wherefore we will adjourn.—And afterwards STONORE said that elder is a tree subject to waste, like oak or ash, in some places; for if the whole of a wood be elder, the felling of elder is waste; but if in a wood elder be underwood amongst other trees, perchance then the felling thereof is not called waste; in the same manner, of alder; wherefore one can not try if this be waste or not before the Inquest passes. Wherefore the Inquest should have been taken on the first day, supposing the defendant had said that no waste was committed. And this motion proceeded from *Kelshulle*, who prayed now in Trinity term a writ to enquire of the waste as to the remainder, where the defendant was esseined, whereon there was judgment. Wherefore HILLARY said that one could not at the very first take an Inquest by parcels, nor consequently in the absence of the lady.—SCHARSHULLE and the other Justices said that the waste should never be enquired of except by the view of the Jurors, whether the Inquest were taken here or by default by the sheriff.—So note this.—STONORE and ALDEBURGH had this intention, that those of the Inquest should say in their verdict how many trees had been felled, and whether it was high wood or underwood, and whether the waste was in one place or in another, or here one and there another, so that one might take into consideration after the verdict the condition and manner of the growth of the trees, and of the growing trees in what season of the year the felling was. And some may understand only that if he had counted of the felling of several different trees in one wood, and it be found that of one kind of tree there was no felling, such a quantity may be found to have been

qe nous eioms jugement del huche.—SCH. Ceo chiet A.D. 1338.  
 en noz jugements, qe le wast est un.—*Stouf.* Pur ceo  
 homme ne prendra mie deux enquestes &c.—CURIA.  
 Nous ne sumes mie avisez le quel huche soit arbre  
 de waste ou noun, et nous ne sumes mie avisez de  
 prendre enqueste avant nostre agard de cel; par quei  
 nous adjourneroms. Et apres STONORE dit qe huche  
 est arbre de wast com est keyne ou freyne en asquns  
 lieux; qar si tut un bois soit de huche, abatement de  
 huche est wast; mes si en un bois entre autres arbres  
 huche soit suthbois, par cas donques abatement de ceo  
 nest pas dit wast; simili modo de alne; par quei  
 homme ne poet pas trier si ceo soit wast ou noun  
 avant enqueste passe; par quei lenquest dust aver este  
 agarde al primer jour, supposant qe le defendant dust  
 aver dit qe nul wast fait; et ceste mocion vynt de  
*Kels.* qe pria ore Termino Trinitatis bref denquere de  
 wast del remenant la ou le defendant fust essone,  
 unde ad iudicium: par quei HILLARY dit qe homme ne  
 pout mie al primer chief prendre enqueste par parcells,  
 ne per consequens, en absence de la dame.—SCH. et  
 alii Justiciarii dixerunt qe le wast ne serra james en-  
 quys sinoun par la vewe des Jurours, le quel enquest  
 soit pris ceynz ou par defalte par le vicomte. Sic nota.  
 —STONORE et ALD. furent de ista intentione qe ceux  
 del enqueste dirreiont en lour verdit com bien des  
 arbres sont abatuz, et le quel ceo soit halt bois ou  
 suthboys, et le quel qe le wast soit en un lieu ou en  
 autre, ou cy un et la un autre, issint qe homme deit  
 aver consideracion apres verdit de la condicion et ma-  
 nere del crestre des arbres et des arbres cressantz, en  
 quel seisoun del an labatement se fist. Et aliqui pos-  
 sunt intelligere tantum qe sil eit counte del abatement  
 de plusurs diverses arbres en un bois, et trove soit qe  
 dascunc arbre nul abatement, et si dascun labatement  
 est trove, tiele quantite poet estre trove abatuz de une

A.D. 1338. felled of one kind of tree that all the wood shall be adjudged to be wasted &c.—And afterwards in Michaelmas term in the 12th year, *Trewitk* prayed the Inquest as to the remainder, for he said that as to the elder the parties did abide judgment, where if judgment pass for the plaintiff the defendant shall be convicted of waste and in treble damages with regard to the damages counted of as fully as he has counted, wherefore he insisted on taking the Inquest for the remainder.—HILLARY. We have not made up our minds to throw on any one such evils so lightly without inquiry.—And it appeared that SCHARSHULLE's intention was that the Inquest should be taken to inquire of the circumstances as to the remainder, of the value of the elder, and whether it was underwood or high wood, and so of the others; so that the Inquest might aid their judgment. But HILLARY's notion was that although a wood be wholly of hazel or alder the felling of that was not waste, because it grows so quickly.—SCHARSHULLE. If the substance of the wood is entirely trees, it is waste.—And note that some of the Justices said that by the acknowledgment of the waste the party shall recover damages without taking the Inquest; and some said the contrary.—So see concerning this.

Entry.

§ One John brought his writ against Edmund, saying “into which the said Edmund has not entry unless “after the lease which R. de B., who held it of W. de B. for the life of the said Robert by assignment “from James de Herle who demised it to the said “Robert for the same term, thereof made to the afore- “said W. father of the said J., whose heir he is; and “which after the death of the said R. ought to revert to “the said J. by the form of the aforesaid assignment; and “whereof he complains &c.” And it did not say in the beginning “right and inheritance.”—*Gayneford* counted; And tortiously for this, that one James was seised in his demesne as of fee and of right, and he laid the taking the esplees in time of peace, who leased the same

manere arbre qe tut le boys serra ajugge wast &c. A.D. 1338.  
 — Et puis Termino Michaelis anno xiimo. *Tr.* pria  
 lenqueste del remenant, qe il dit qant al huche parties  
 furent demorez en jugement, ou si le jugement passe  
 pur le pleintif, le defendant serra atteint de wast et  
 de damage al treble al regard des damages counteez  
 auxi entierment com il ad counte, par quei il estut  
 lenqueste prendre del remenant.—HILLARY. Nous ne  
 sumes mie avisez de getter sur un homme tiels mals  
 si legerement sanz enquere.—Et apparuit quod inten-  
 tio SCH. fuit qe le enqueste serroit pris denquere del  
 remenant des circumstances del valour des huches, et  
 le quel suthbois ou halt bois, et sic de aliis, issint  
 lenquest poet eider a lour jugement. Sed HILLARY  
 fut de intencion qe mesque tut un bois soit de coudre  
 alne, labatement de ceo nest mie wast, pur ceo qil  
 crest si toust.—SCH. Si la substance del boys esterra  
 par toutz arbres, il est wast.—Et nota qe ascuns de  
 Justices disoient qe par conisance de wast la partie  
 rescouvera damages sanz prendre lenqueste; et le uns  
 disoient qe noun &c.—Et sic de hoc vide.

Un Johan porta son bref vers Edmund, "in quod Entre.  
 " idem E. non habet ingressum nisi post dimissionem  
 " quam R. de B. qui illud de W. de B. tenuit ad ter-  
 " minum vitæ ipsius Roberti ex assignatione Jacobi  
 " de Herle qui illud eidem Roberto dimisit ad eundem  
 " terminum, inde fecit prefato W. patri predicti J.  
 " cujus heres ipse est; et quæ post mortem predicti  
 " R. ad prefatum J. reverti debet per formam assig-  
 " nationis predictæ; et unde queritur &c." Et non  
 dixit in principio "jus et hereditas." — *Gain.* counta;  
 et pur ceo atort, qun James fut seisi en son demene  
 com de fee et de droit, et lya les esplees en temps de

A.D. 1338. tenements to R. for his life, by virtue of which lease R. was seised in his demesne as of freehold in time of peace in the time of the same King, and afterwards granted the reversion to W. de B. and his heirs, by virtue of which grant R. attorned to W.; from W. the right of the reversion descended to J. who now demands &c.—*Trewith*. Judgment of this count, for he should have counted that it was his right and his inheritance.—*SCHARSCHULLE*. He should not; for his ancestor was not seised, nor does his writ say so.—*Trewith*. He should lay the esplees in the person of the tenant for life.—*SCHARSHULLE*. He should not.—*Trewith*. He ought not to have made the descent since he does not demand of the seisin of the ancestor.—*STONORE*. He made the descent of the right and not of the demesne.—*Trewith*. Still he ought to have counted that it was his right, and for the reason that such an one was seised and leased.—This was not said by the Court.—*Trewith*. Judgment of the writ which says “revert,” when the ancestor was not seised. And this objection was not allowed.

Attaint.

§ In an Attaint he who recovered had oyer of the record to which he was a party, and afterwards he demanded oyer of the original of the record.—*THE COURT*. For what purpose?—*Pole*. Perchance there is a variance between that original and the record.—*THE COURT*. First assign the variance.—*Trewith*. I would wish that he would assign a variance, for then he would prove the process by which he himself recovered to be erroneous, and thus he would lose his land by writ of Error.—So note that a party to the first plea shall not have oyer of the original to which he himself was party &c. And because they of the petty Jury were mainprised on the distress by only two mainpernors, it was challenged that the distress was not fulfilled, for in an Attaint they shall have four mainpernors. This was conceded by the

pees, le quel lessa mesme les tenementz a R. a terme A.D. 1338. de sa vie, par vertu de quel lees R. fut seisi en son demene com de franktenement en temps de pees, en temps mesme le Roi, et puis granta la reversion a W. de B. et a ses heirs, par vertu de quele grante R. sattourna a W.; de W. discendi le droit de la reversion a Johan qore demande &c.—*Tr.* Jugement de ceo counte, qe il dust aver counte qe cest son droit et son heritage.—*SCH.* Noun dust; qe son auncestre ne fut pas seisi, ne son bref ne le voet pas.—*Tr.* Il deveroit lier esplees en la persone le tenant a terme de vie.—*SCH.* Noun dust.—*Tr.* Il ne dust pas aver fait la descente qant il ne demande pas de la seisine launcestre.—*STONORE.* Il fit la discente del droit et noun pas del demene.—*Tre.* Uncore il deveroit aver counte qe ceo fut son droit, et par le reson qe un tiel fut seisi et lessa. Hoc non dicebatur a Curia.—*Tr.* Jugement del bref qe voet "reverti," ou launcestre ne fut mie seisi. Et non allocatur.

§ En une Atteint celi qe recoveri avoit oi del record a Atteynt. qui il fut partie, et puis il demanda oy del original dii record.—*CURIA.* A quel effecte?—*Pole.* Par cas il y ad variance entre cel original et le record.—*CURIA.* Assignez la variance primes.—*Tr.* Jeo voldrei qil assignereit variance, qe donques il proveroit la proces par quel il recoveri mesme estre erroigne, issint perdreit il sa terre par bref derroure. Sic nota quod pars primi placiti navera mie oy del original a qui il fut mesme partie &c. Et pur ceo qe ceux de la petite xii. furent a meynpris a a distresse soulement par deux maynpernours, chalenge ut qe la distresse ne fut mie servy, qar en Atteint ils averont iiij. meynpernours. Hoc concedatur a cle-

A.D. 1338. clerks ; but in Devon and Cornwall only two mainper-nors were ever had.—THE COURT. The petty Jury makes default, on which this challenge lies which they have lost by their default ; wherefore if you who are tenant do not say anything else we will award the Jury.—*Stouford*. Sir, the original of the first record says “ of the manor of Anestye,” and the original writ of Attaint says, “ of the manor of Hanestye ;” judgment of the variance.—And because the writ of Attaint was the warrant of the first record, the writ was adjudged good, without seeing the first original. And it was said that all the first record is reversible, if such a variance exist.—And afterwards the Attaint was awarded.

Dower.

§ In a writ of Dower the demand was made for the third part of one acre of land and of the profit of the dyeings of such a vill, namely whoever should dye cloth, linens or wool, he or another should make satisfaction to her husband according to what might be agreed between them.—*Trewith*. Judgment of the demand, for it should be for the third part of the office.—SCHARSCHULLE. The office is not divisible ; wherefore the demand lies for the profit which is divisible. And we once saw judgment given on a similar demand for the third part of the profit arising from the office of porter to the Archbishop of Canterbury.—HILLARY. In a Nuper obiit the demand shall be for the office, and in an assise a plaint never lies for the profit if the plaintiff be not seised of the principal.—*Pole*. He who can have the principal shall not have an action for the profit without the principal ; but a woman can not hold the office &c. ; and among parceners one shall have the office and the others shall have contribution.—SCHARDELOWE. An office calls for work and labour ; but this is not properly an office, for it does not call for any work.—*Asshe*. Perchance we have a warrant for the office, and we shall lose the warranty if this demand be maintained ; and besides, if we hold it without making satisfaction we may

ricis; mes en Devone nen Cornewaylle unques ne fut A.D. 1338.  
 use mes deux meynpernours. — CURIA. La petite xii. fait defalte, a qui atteynt cel chalenge quel il ust perdu par lour defaute, par quei vous [qe] estez tenant, si vous ne diez autre chose nous agarderoms la Jure. — *Stouf.* Sire, loriginal del primer record voet “ de manerio de Anstye,” et loriginal bref datteint voet “ de manerio de Hanestye;” jugement de la variance. Et pur ceo qe le bref datteint fut garrant del primer record, le bref fut agarde bon sanz veer le primer original. Et dictum fuit qe tut le primer record est reversable si tiele variance y soit. Et puis laccion<sup>1</sup> fut agarde.

§ En un bref de Dowere la demande fut faite de la terce partie dune acre de terre et del profit de la Teynterie de tiele ville, saver quicunque teyndra draps lyns ou leynes il ou altre qil freit gree a son baron solonc ceo qil poet a convenir entre eux. — *T.* Jugement de la demande, qele serroit de la terce partie del office. — SCH. Loffice nest pas departable; par quei del profit qest departable gist la demande. Et en ascun temps veasmes ajugger une tiele demande de tertia parte proficui provenant del office de la porterie lercevesqe de Caunterburi. — HILARY. En un Nuper obiit la demande serra dil office, et jammes en assise ne gist pleint de profit si le pleintif ne soit seisi del principal. — *Pole.* Ceo qe poet aver le principal navera mie accion del profit sanz le principal; mes femme ne poet aver loffice &c.; et entre parceners un avera loffice et les autres frount contribucion. — SCHARD. Office demande ouere et travaille de hors;<sup>2</sup> mes ceo cy nest pas proprement office, qe il ne demande nul ouere de hors. — *Asshe.*<sup>3</sup> Par cas nous avoms garrant del office, et la garrantie perderoms, si ceste demande soit meyntenuz; ovesqe ceo, si nous le tenoms sanz gree faire nous poms estre des-

<sup>1</sup> I. L'atteynute.

<sup>2</sup> I.—Office qe demande ouere et travaille dehors est une manere.

<sup>3</sup> T. *Sch.* I. *Asche.*



A.D. 1338. be disturbed.—SCHARDELOWE. Certainly not; but in this case and in similar cases, when a man is to make satisfaction to another for an easement and profit which he wishes to have, and he accomplishes his purpose without making satisfaction, he disseises him to whom he ought to make satisfaction, although he to whom the satisfaction ought to be made, lies in his bed.—This was not denied.—ALDEBURGH. When a man can by law give permission to another to dye at pleasure, that is an office &c. And a reason given for this was that such bailiffdoms and offices may be demanded by moieties; for if two parceners bring a writ for an office, on the nonsuit of one the other may demand a moiety.

Ael.

§ In a writ of Ael, *Stouford* said, Whereas he demands 61 acres of land, a fine was levied between one A., through whom the descent is made, and one Richard, by which fine A. released to Richard all the right which he had in the same tenements; judgment if an action &c. And he put forward the fine under the seal, and he had not a writ to allow it. And one of the clerks opened the fine.—*Trewith*. You shall not receive the transcript of the tenor without a writ.—SCHARSCHULLE. What does the end say?—[*The Clerk*.] Sir, "The Justices of the Bench."—SCHARSCHULLE. Then we have sufficient warrant without a writ.—And note that the writ by which the record was sent into the Chancery was in the transcript. And the fine was read, which stated that A. had released to Richard all his right which he had in two carucates of land except 60 acres of land "and also the said A. has "released to the said Richard all his right which he had "in all the lands of which Richard was seised in the "vills of B. and C." And note that the fine was levied in three weeks of St. J. in the 10th year of King Edward the grandfather &c.—*Trewith*. We demand 61 acres of land in B. and the fine excepts 60 acres in B.: we say that they are the same 60 acres which we demand, ready &c. And as to the one acre we say Not comprised, ready

tourbe.—SCH. Neny! certes; mes en ceo cas et en semblable cas qant homme fra gree a autre pur aysement et profit qe il voet aver, et fait son purpos sanz gree faire, il disseisi celi a qi il deveireit le gree faire, mesqe celui a qui le gree serroit fait gise en son lit. Hoc non<sup>1</sup> dedicitur.—ALD. Qant homme poet par lei doner conge de teyndre a sa volente cest un office &c.; et un resoun fut faite qe tieles baillies et offices pount estre demandez par moites; qar si deux parceners portent bref doffice, par nounswyte del un lautre demandera la moite.

§ En un bref dael, *Stouf*. La ou il demande lxi. Ayl. acres de terre, fin se leva entre un A., par qi la discente est fait, a un Ricard, par quel fin A. relessa a Ricard tut le droit qil avoit en mesme les tenementz, jugement si accion &c. Et il getta avant la fin sub pede sigilli et navoit pas bref de allower. Et un clerc overy la fin.—*Tr*. Vous ne reseceiverez mie le transcript de le tenour sanz bref.—SCH. al clerc. Coment parle la cowe.—[*Le clerc*.] Sire, Justiciarii de Banco.—SCH. Donques avoms assez garrant sanz bref.—Et nota qe le bref par quelle record fut mande en Chauncellerie fut<sup>2</sup> le transcript. Et la fin fut lieue, qe voleit qe A. avoit relese a R.<sup>3</sup> tut son droit qil avoit en deux carues de terre fors lx. acres de terre, et etiam idem A. relaxavit a mesme cel Ricard tut son droit qil avoit en toutz les terres queux Ricard avoit en seisine en les villes de B. et C. Et nota qe la fin fut leve a treis semeynes de Seynt J. anno x. Regis E. avi &c.—*Tr*. Nous demandoms lxi. acres de terre en B., et la fin forprent lx. acres en B.; nous dioms qe ceux sount mesme les lx. acres qe nous demandoms, prest &c. Et qant al une acre, nient compris, prest &c.—*Stouf*.

<sup>1</sup> I. omits non.

| <sup>2</sup> T—W.

<sup>2</sup> I. fut conceu deynz le transcript.

A.D. 1338.

&c.—*Stouford*. As to the 60 acres it is tantamount to “Not comprised in the fine”; ready &c. that they are; for this can not be the issue, that they are not 60 acres.—*HILLARY* and *ALDEBURGH*. He can not say that they are not comprised, for they are named in the fine.—*Stouford*. The fine comprises several tenements in another vill which are not named in the fine; and this was the office of a fine in old times; wherefore although the 60 acres be excepted in one clause they may be comprised in another, as in the general clause by the “More—over I have released”: and they wish to aver that the 60 acres demanded are parcel of the tenements released by the fine.—*HILLARY*. Will you then say that they are comprised in the other clause?—*Stouford*. I have no need to limit my issue, since it is possible that the fine comprises the 60 acres and yet that their answer is true: wherefore it is right that the fine be wholly answered.—*ALDEBURGH*. Every exception is of the thing out of which it is excepted, and it would be in vain to except in one part of the release what would be comprised in another part.—*Stouford*. It may be that all which is excepted is nothing; for suppose that in the whole of a vill there be only ten and a half carucates of land, I can bring my writ for eleven carucates except the half of a carucate of land in such a vill, and still that which is excepted is nothing: wherefore I say that this which *Trewith* offered can not be an issue, but it must be thus, Parcel of the tenements released &c., and we say ready that they are not parcel.—*Trewith*. The tenements demanded are excepted and not released by the fine, ready &c.—*Stouford*. The tenements demanded are released by the fine, ready &c.—And the other side said the contrary.—And that word “parcel” was thrown out.

Right.

§ In a writ of Right *Asshe* said, A. and B. who are here deny tort and force and the right of A. outright, and they well acknowledge the seisin of the ancestor of the demandant as of fee and of right, namely of a mes-

Quant a les lx. acres taunt amounte qe nient compris A.D. 1338. en la fin; prest &c. qe cy; qe ceo ne poet estre issue qils ne sont mie lx. acres.—HILL. et ALD. Il ne poet mie dire qe nient compris, qe ils sunt nomez deinz la fin.—[*Stouf.* La fyn comprennent plusours tenementz en aultre ville qe ne sont nomez deynz la fiyn, et<sup>1</sup> ceo fut son office] en auncien temps; par quei coment qe lx. acres serreiount forspris en une clause, ils pount estre compris en un altre, en la generale clause par le relaxavi insuper; et ils volent averer qe les lx. acres demandes sunt parcel des tenementz relesses par la fin.—[HILLARY. Voillez donques dire qils sont compris deynz lautre clause?]<sup>1</sup>—*Stouf.* Jeo nay mester de restreindre mon issue, del hure qil est possible qe la fin comprennent les lx. acres, et unqore lour respouns soit veirs; par quei il covient qe la fin soit entierment respondu.—ALD. Chescune forsprie est de la chose dont il est forspris, et il serroit en veyn de forsprendre en un tiel lieu del relees ceo qe serroit compris en un autre lieu.—*Stouf.* Poet estre qe ceo qest forspris est un nient; qe mettez qe en tut une ville ne soient qe x. carues et demi, jeo puis porter mon bref de xi. carues excepta medietate unius carucati de terre en tiele ville, et uncore ceo qest forspris<sup>2</sup> nest riens: par quei jeo die qe ceo ne poet estre issue ceo qe *Tr.* tendi, mes serra tiel parcelle des tenementz relesses &c., prest qe nient parcel.—*Trew.* Les tenementz demandez sount forpris et nient relesez par la fin, prest &c.—*Stouf.* Les tenementz demandez sunt relesez par la fin, prest &c. Et alii e contra. Et cele paroule parcelle fut ouste.

§ En un bref de Droit, *Asch.* A. et B. qe cy sunt defendent tort et force et le droit A. tut atrenche, et bien conusent la seisine launcestre le demandant com de fee et de droit, nomement dun mies &c. en B., le

<sup>1</sup> The passages in [ ] are from I. T. has "et ceo fin se fiat en auncien temps."

<sup>2</sup> T. compris. I. forspris

A.D. 1338. suage &c. in B., which ancestor by a fine levied in the Court of our Lord the King granted and rendered the same tenements to A. and B. and the heirs of B. for ever, and they put themselves on God &c. whether they have better right to hold to them two and the heirs of B. by the form of the fine in right of B. as they hold, or the demandant to have as he demands.—And note that he did not say in what year or before what Justices the fine was levied: also that in joining the mise he said “whether they have better right &c.” Afterwards the demandant was non-suit: wherefore SCHARSHULLE rehearsed the mise throughout, and said The Court adjudges that A. and B. hold to them and the heirs of B. quit of the demandant and his heirs for ever.

A Præcipe was brought against three persons, who alleged general non-tenure.—*Gayneford*. Heretofore we brought a writ against A., who is the first named in the writ, alone, when he abated our writ for misnomer of a vill, and afterwards by “journeys accompts” we brought a writ against A. with the name of the vill which he had given, to which writ he alleged joint-tenancy with the two who are named in the present writ; wherefore by “journeys accompts” we have brought a writ against those three; judgment if those three can allege non-tenure.—SCHARSHULLE. At least he shall not get by pleading non-tenure to say that he holds nothing.—*Stouford*. Sir, they are different persons.—And afterwards they traversed the entry stated in the writ.

§ A præcipe for rent was brought against the tenant of the soil.—*Trewith*. Whereas he demands a rent of 4*s.*, we say it is only of 2*s.*; and we tell you that we hold the land whence &c. and pay 6*d.* of rent, part of your demand, to one B., judgment of the writ.—*Pole*. No one can abridge a demand but the tenant of the subject of the demand.—SCHARSHULLE. You assert what you wish; and by the plea which he has pleaded he is not fully tenant nor is he fully deforçant of the rent &c.

quel auncestre par fin leve en la court nostre seigneur A.D. 1388. le Roi granta et rendi mesme les tenementz a A. et B. et a les heirs B. a toutz jours, et se mettent en Dieux &c. le quel ils ount melz droit a tenir a eux deux et a les heirs B. par forme de la fin en le droit B. sicom ils tiegnent ou al demandant aver sicom il demande. Et vide, il ne dit pas quel an ne devant quel Justices la fin se leva. Item en joignant la mise il dit le quel ils ount mielz droit &c. Puis le demandant fut nounsuy; par quei SCH. rehercea la mise in toto; si agarde la Court qe A. et B. tiegnent a eux et a les heirs B. quites dil demandant et de ses heirs a toutz jours.<sup>1</sup>

§ Un præcipe fut porte vers treis, qe alleggerent noun-tenure generale.—*Gain*. Autrefoith nous portames un bref vers A. le primer nome en le bref soulement, ou il abati nostre bref par mesnomer de la ville, et puis par journez acomptez portames bref vers A. par noun de la ville qil avoit livere, a quel bref il alleggea joynt-tenance ovesqe les deux nomes el bref ore; par quei par journez acomptez nous avoims porte bref vers eux treis; jugement si eux treis puissent noun-tenure allegger.—SCH. Al meyns il navendra pas a la noun-tenure a dire qil ne tint rienz.—*Stouf*. Sire, ils sount altres persones, &c. Et puis ils traverserent lentre del bref.

§ Un præcipe de rente fut porte vers le tenant dil soil.—*Tre*. La ou il demande iiii. souz de rente ceo nest qe deux souz; et vous dioms qe nous tenoms la terre dount &c. et payoms vi. deners de rente de vostre demande a un B.; jugement dil bref.—*Pole*. Nul ne poet demande abregger mes tenant de la demande.—SCH. Vous ditez talent, et par plee qil ad plede il nest pas pleinement tenant ne il nest pleinement deforceour de la rente &c.

<sup>1</sup> The Isham MS. for this term ends here imperfectly, but the foot of the page has catchwords showing that the next case here followed there.

A.D. 1338. § Note, if a record be denied, and the record is brought and the judgment, and other dates are found in the record than those alleged, the record is sufficiently good, nor does he in any way fail of his record if the substance of the bar be found.

§ When a man gives a manor by fine, and a parcel of the manor namely a messuage is in the hand of another for term of life, the fine must say "grants and renders" the manor except one messuage which such an one "holds for the term of his life &c. and besides this he "grants the rent together with the homage and the "services of Alice."

§ One prayed to be received for the default of a woman who held in dower of his inheritance.—*Pole*. She does not hold in dower.—*Trewith*. You do not deny that the reversion belongs to us; nor do you show her estate.—And by judgment the issue was received whether she held in dower or not.

§ Note. A writ issued to the sheriff of York out of the certificate of a Statute Merchant, returnable before the Justices of the Bench, where the debtor came in the custody of the sheriff on the day when the writ was returnable, and tendered the money; and it was said that he had not a day, nor had he who sued.—*Trewith*. The plaintiff has now a day, for he can now have execution of the lands by Statute,<sup>1</sup> and the sheriff returned that the debtor was not found. And the Court was of opinion that if the plaintiff had not come and had taken the money, he would have taken nothing.—And note that he was put to show the Statute before anything was done in the business, and he took the money. And by judgment he was ousted of damages because the Statute gives expenses and costs only where the lands are delivered. And so note. Witness the case of J. de Siggeston against J. de Hanneby.

§ Nota, si record soit dedit, et le record est fait A.D. 1338.. venir et le jugement, et autres dates sount trovez en le record qe ne furent allegges, le record est assez bon, ne il ne faut riens de son record si la substance de la barre soit trove.

§ Qaunt un homme doune un manoir par fin, et parcel del manoir saver mies est en altri meyn pur terme de vie, la fin dirra grante et rende le manoir forspris un mies qun tiel tient a terme de sa vie &c., estre ceo il grante la rente ensemble ove le homage et lez services Alice.

§ Un pria destre resceu par defalte de une femme qe tynt en dower de son heritage. — *Pole.* Ele ne tynt pas en dower. — *Tr.* Vouz ne dedites pas qe la reversion soit a nous, ne vous ne moustrez pas son estat. Et par agarde lissue fuyt resceu le quel ele tient en dower ou noun.

§ Nota, bref issit a vicomte de Everwyk hors de un certificacion de statut marchant retournable devant Justices de Bank, ou le dettour vynt en garde le vicomte a jour de bref retournable, et tendist les deners prest; et fuyt dit qil ne avoit pas jour ne celi qe swit nient le pluys. — *Tr.* Le pleintif ad or jour, qar il purra aver execucion or des terres par statut, et le vicomte retourna qe le dettour ne fuyt pas trove. Et court fuyt en opinion si le pleintif ne eust venuz et eust pris les deners qe il ne eust pris rienz. Et nota qil fuit mys de moustrer lestatut devant qe rienz de la besoigne fuit atame, et il prist les deners. Et par agarde fuit ouste des damages pur ceo lestatut doune mises et custages fors qe en cas ou les terres sont liveretz. Et sic nota. Teste J. de Siggeston vers J. de Hanneby.



A.D. 1331. § In a writ of Ravishment of ward, by the death of the defendant a resummons was sued against his executors, and process was continued until the proclamation was returned, whereupon the plaintiff prayed his judgment. The Court said that the process was discontinued, for the proclamation issued contrary to law; for it is not given by statute except in a writ of Right of Wardship or Ejectment from Wardship, and in a resummons sued in the two writs; and they said that this was never awarded by the Justices; for in a writ of Ravishment of ward, the Exigend . . . .

§ The Assise came to recognise if James de T., J. B., and J. L. unjustly &c. diverted the course of a certain water in L. to the injury of the freehold of T. C. in L., since the first &c. And whereof the said T. complains that whereas there is a certain spring in L. from which spring the said water was wont to have its course to the messuage of the said T. in L., in which he dwells, and from the said messuage to ten acres of his meadow in the same vill, with which water he was wont to water his cattle, namely horses, sheep and cows, and also to fish therein and brew therewith, and water the aforesaid meadow in time of drought, and do other needful things therewith, the aforesaid J. J. and J. made a certain trench across the course of the said water in L. aforesaid between the spring and the messuage aforesaid, so that whereas he was wont to get for the said messuage 40s. by the year now he can only get 20s.; and whereas he was wont to have from the aforesaid meadow 60 cartloads of hay, now he has only 10 cartloads of hay. And likewise he has to go for water for his necessary occasions for the distance of a mile from the said messuage, and so to the injury &c. And James comes and all the others come not; but a certain Adam Rous answers for them as their bailiff, and on their behalf says nothing whereby the Assise should tarry. Therefore against them let the Assise be taken &c. And James says that he is parson

§ En Ravissement de garde, pur mort le defendant A.D. 1338.  
 resommons fuit siwy vers ses executours et proces  
 tanqe la proclamacion fuyt retorne, sur quei le plain-  
 tif pria son jugement. Le Court dit qe le proces fuit  
 discontinue, qar la proclamacion issit contre ley, qar  
 il nest pas done par estatut fors qen bref de droit de  
 garde et engettement de garde, et en resomons siwi  
 en les deux briefs, et disoient qe ceo ne fuyt unqes  
 agarde de Justices, qar en ravissement de garde exi-  
 gende . . . . .

§ Assisa venit recognoscere si Jacobus de T., J. B. et  
 J. L. injuste &c. diverterunt cursum cujusdam aquæ  
 in L. ad nocumentum liberi tenementi T. C. in L. post  
 primam &c. Et unde idem T. queritur quod ubi habe-  
 tur quidam fons in L. de quo fonte aqua predicta  
 solebat habere cursum suum usque ad messuagium  
 ipsius T. in L. in quo inhabitat, et ab eodem messuagio  
 usque ad x. acras prati sui in eadem villa, per quam  
 quidem aquam ipse solebat adquare averia sua, vide-  
 licet equos, oves, et vaecas, et similiter piscare et bra-  
 ciare et adquare pratum predictum tempore siccitudinis  
 et alia necessaria sua facere, predicti J. J. et J. fecere  
 quandam trencheam ex transverso cursus aquæ pre-  
 dictæ in L. predicta inter fontem et messuagia predicta,  
 ita quod ubi solebat habere pro messuagio predicto  
 xl. solidos per annum, modo non potest habere nisi  
 xx. solidos tantum; et ubi solebat habere in predicto  
 prato per annum lx. carectatas feni modo non habet  
 nisi x. carectatas feni sui. Et similiter modo querit  
 aquam suam pro necessariis suis per distanciam unius  
 miliarii de messuagio predicto, et sic ad nocumentum  
 &c. Et Jacobus venit et omnes alii non veniunt;  
 sed quidam Adam Rous respondit pro eis tanquam  
 eorum ballivus, et pro eis nihil dicit quare assisa re-  
 manere debeat. Ideo versus eos capiaturs inde assisa  
 &c. Et Jacobus dicit quod ipse est persona ecclesiæ

A.D. 1338. of the church of L. and tenant as in right of his said church of the soil in which the injury is assigned in common with Isabel de D., Thomas de B., and P. de B. who are not named in the writ, and he is not named "parson" &c., wherefore he demands judgment of the writ &c. And if &c. then he says that the aforesaid trench was made in the time of the ancestor of the said Thomas and of the predecessor of the said James &c. And if &c. then he says nothing why the Assise should tarry. So let the Assise be taken thereon &c. The recognitors thereto chosen tried and sworn come &c., and say on their oaths that the said James is tenant as in right of his said church in severalty of the soil put in view and in which the said trench is made, and not in common as the same James above alleges. And they say that the said James made the said trench in his own time and in the time of the said Thomas. The recognitors were asked by the Court what the damages were, if &c.; and they say to the damage of the said Thomas of two marks. They were asked if all those named in the writ were present at the doing the said injury, and if the injury were done with force and arms. And they said that it was so. And because the Court is not yet advised to give judgment at present on the verdict of the said Assise, a day is given to them before the said Justices at Westminster, on such a day, to hear their judgment. At which day they come before the said Justices at Westminster, and the said parties on both sides being present demand judgment on the verdict of the said Assise. Therefore it is considered that the said nuisance be abated, and that the said water be turned into its former course at the expense of the said J., J., and J., and that the said Thomas recover against them his damages assessed at two marks, and that the said J. J. and J. for the nuisance committed with force and arms should be taken &c.

A weir  
raised to

§ Reginald B., Dean &c. and the Chapter of the said Church, and John Wylot were summoned to answer the

de L. et est tenens ut de jure ecclesiæ suæ predictæ A.D. 1338. de solo in quo nocumentum assignatur in communi cum quibusdam Is. de D., Thoma de B., et P. de B. qui non nominantur in brevi, et non nominatur persona &c., unde petit judicium de brevi &c. Et si &c. tunc dicit quod trenchea predicta facta [fuit] tempore antecessoris predicti Thomæ et predecessoris predicti Jacobi &c. Et si &c. tunc nil dicit quare assisa remanere debeat. Ideo capiatur inde assisa &c. Recognitores ad hoc electi triati et jurati veniunt &c., qui dicunt super sacramentum suum quod predictus Jacobus est tenens ut de jure ecclesiæ suæ predictæ in separatitate de solo in visu posito in quo trenchia predicta levatur, et non in communi prout idem Jacobus superius allegat. Et dicunt quod idem Jacobus fecit trencheam predictam tempore suo et tempore predicti Thomæ. Quæsitum est ab eisdem recognitoribus per Curiam ad quæ dampna si &c.; dicunt quod ad dampnum ipsius Thomæ duarum marcarum. Quæsitum est ab eis si omnes in brevi nominati interfuerunt nocumento predicto faciendo et si nocumentum predictum factum fuit vi et armis. Dicunt quod sic. Et quia Curia hic nondum avisiatur ad judicium super veredictum assisæ predictæ ad presens reddendum, datus est eis dies coram eisdem Justiciariis apud Westmonasterium tali die de audiendo judicio suo; ad quem diem veniunt coram eisdem Justiciariis apud Westmonasterium, partes predicti hinc inde instantes petunt judicium super veredicto assisæ predictæ. Ideo consideratum est quod predictum nocumentum prosteratur, et predicta aqua ad custagia J. J. et J. in pristinum cursum suum reducatur, et quod predictus Thomas recuperet versus eos dampna sua predicta ad duas marcas assessa: et iidem J. J. et J. pro nocumento vi et armis facto capiantur &c.

§ Reginaldus B. decanus &c. et capitulum ejusdem De gurgite levato  
ecclesiæ et Johannes Wylot summoniti fuerunt ad re-

A.D. 1338. Abbat of B. in a plea why they together with Thomas the nuisance.

Balle unjustly and without judgment raised a certain weir in S. to the nuisance of his freehold in B. since the first crossing over &c.; and whereupon the said Abbat by J. his attorney says that whereas he has a certain weir in the vill of B. in the water of D., from which said weir the water of D. runs to the vill of S. and from S. as far as the high sea at the port of Dartmouth, and from the said weir the said Abbat had a certain opening of the width of six feet everywhere through the middle of the stream of the said water in all places and demesnes as far as the high sea outside the said port, by which opening salmon, trout and other sea fish were wont to swim from the sea as far as his said weir, — the Dean &c. had raised another weir in S. aforesaid across the water and the said opening in the said water between the weir of the said Abbat and the high sea outside the said port since the first &c., by which weir so raised the aforesaid opening is obstructed, so that fishes &c. cannot swim as they were wont to do to the weir of the said Abbat; so that whereas the said Abbat was wont to take fish in his said weir to the value of 60*l.* by the year, now he can take fish &c. to the value of only 10*s.* by the year, and so it is to the nuisance &c.

Assise of nuisance.

J. was attached to answer W. in a plea wherefore upon his wall at E. near a certain house of the said W. there, he placed stones of such a width that the rain falling on those stones comes down on the said house so that the walls and timber of the said house have become decayed and rotten, and the said house is going to ruin, to the damage of the said W.; whereof he complains &c. that J. on such a day and on other days within the year last past [had placed] stones &c. of such a width, namely six feet, that the walls &c. for the greater part, namely in the middle of the walls, within the year have

spendendum Abbati de B. de placito quare ipsi simul <sup>A.D. 1338.</sup>  
 cum Thoma Balle injuste et sine judicio levaverunt <sup>ad nocu-</sup>  
 quendam gurgitem in S. ad nocumentum liberi tene-  
 menti in B. post primam transfretationem &c., et unde  
 idem Abbas per J. attornatum suum dicit quod ubi  
 ipse habet quemdam gurgitem suum in villa de B. in  
 aqua de D., de quo quidem gurgite aqua de D. currit  
 usque ad villam de S. et de S. usque ad altum mare  
 contra portum de Dertemouth; et de eodem gurgite  
 idem Abbas habuit quandam apperturam latitudinis  
 vi. pedum ubique per medium cursus aquæ predictæ  
 in omnibus locis et dominiis usque ad altum mare  
 extra portum predictum, per quam apperturam salmones  
 truces et alii pisces maris natare solebant a mare usque  
 ad gurgitem suum predictum, Decanus &c. levaverunt  
 quendam alium gurgitem in S. predicta ex transverso  
 aquæ et predictæ apperturæ in aqua predicta inter  
 gurgitem ipsius Abbatis et altum mare extra portum  
 predictum post primam &c., per quem gurgitem sic  
 levatum appertura predicta est obstructa, ita quod  
 pisces &c. natare non possunt sicut solebant ad gur-  
 gitem ipsius abbatis; ita quod ubi ipse Abbas solebat  
 capere pisces in gurgite suo predicto ad valentiam lx.  
 librarum per annum modo non potest capere pisces &c.  
 nisi ad valentiam x. solidorum per annum, et sic ad  
 nocumentum &c.

§ J. attachiatus fuit ad respondendum W. de placito <sup>Assisa</sup>  
 quare supra murum suum apud E. prope quamdam <sup>de nocu-</sup>  
 domum ipsius W. ibidem existentem in tanto latitudine  
 posuit [petras ita] quod pluvia cadens supra petras illas  
 supra dictum domum descendit quod parietes et mare-  
 mia ejusdem domus corrupta et putrefacta devenerunt,  
 et dictus domus corruit, ad dampnum ipsius W., unde  
 &c. quod J. tali die et aliis diversis diebus vicesimum  
 infra annum tunc proxime sequentem petræ &c. in  
 tanto latitudine videlicet, vi. pedum, quod parietes &c.  
 pro majori parte scilicet per medium parietis infra

A.D. 1338. become ruinous &c., to the damage &c.—And J. denies &c. and comes &c. nor in this matter did any injury to him &c.; and this &c.

Juris  
utrum.

§ The Jury came to recognise whether a messuage with the appurtenances in F. was frankalmoign belonging to the church of F. whereof Richard de F. is parson, or the lay fee of J. de H. &c. And now come as well the said Richard as the said J.; and thereupon the said Richard says that a certain Walter de W. formerly parson of the said church was seised in his demesne as of fee and in right of his said church in the time &c., who in the said time alienated that tenement &c. And J. says that a certain S. le B. held the same tenement of T. de H. his father by fealty and the service of one clove of gillyflower, and by paying for the said Thomas and his heirs parsons of the said church of F. 3s. by the year, and that from Thomas the said services descended to the said John as son and heir; which said S. was a bastard and died without heir of his body; after whose death he the said John entered on that tenement as his escheat, and thereof was seised in lieu of the said services; and he is under age and he prays that the Jury may tarry until his full age. And Richard says that the said S. did not hold of the said Thomas the father &c. as the said John alleges &c., and he demands &c. And John does the same &c. So let the Jury be taken. The Jurors, chosen by consent of the parties, say on their oaths that the said S. did not hold the said tenement of the said Thomas as the said J. above alleges. And they say that those tenements are frankalmoign of the said church, and not the lay fee of the said John. Therefore it is considered that the said R. do recover &c.

Another. § The Jury come to recognise whether two acres of land and two acres of meadow with the appurtenances

annum caruere &c., ad dampnum. Et J. defendit &c. A.D. 1338. et venit &c. nec aliquid mali ei inde fecit &c.; et hoc &c.

§ Jurata venit recognoscere utrum unum messua- <sup>Jurata de</sup> <sup>utrum.</sup> gium cum pertinentiis in F. sit libera elemosina pertinens ad ecclesiam de F. unde Ricardus de F. est persona, an laicum feodum J. de H. &c. Et modo veniunt tam predictus Ricardus quam predictus J.; et unde idem Ricardus dicit quod quidem Walterus de W. quondam persona ecclesiæ predictæ fuit seisitus in dominico suo ut de feodo et jure ecclesiæ suæ predictæ tempore &c. qui eodem tempore tenementum illud alienavit &c. Et J. dicit quod quidem S. le B. tenuit tenementum predictum de T. de H. patre suo per fidelitatem et servitium unius clavi garofoli, et faciendo pro ipso Thoma et heredibus suis personis ecclesiæ de F. predictæ tres solidos per annum, et de ipso Thoma descenderunt eadem servitia ipso Johanni ut filio et heredi, qui quidem S. fuit bastardus et obiit sine herede de se, post cujus mortem ipso Johannes intravit in tenementum illud ut in escaetam suam, et inde seisitus fuit loco predictorum servitiorum, et est infra ætatem et petit quod Jurata ista remaneat usque ad ætatem suam. Et Ricardus dicit quod predictus S. non tenuit de predicto T. patre &c. sicut predictus Johannes dicit; et petit &c. Et Johannes similiter &c. Ideo capiatur Jurata &c. Jurati per consensum partium &c. electi dicunt super sacramentum suum quod predictus S. non tenuit predictum tenementum de predicto T. sicut predictus Johannes superius dicit. Et dicunt quod eadem tenementa sunt libera elemosina pertinens ad ecclesiam predictam et non laicum feodum predicti J. Ideo consideratum est quod predictus R. recuperet &c.

§ Jurata venit recognoscere utrum duæ acræ terræ <sup>Aliter.</sup> et duæ acræ prati cum pertinentiis in E. fuerunt libera



A.D. 1338. in E. were frankalmoign pertaining to the church of T. whereof J. de W. is parson, or the lay fee of A. de R. and J. his son; and thereupon the said J. the parson says by his attorney that a certain R. de O. formerly the parson &c. his predecessor was seised of the said tenement with the appurtenances as in right of his said church in time of &c., who during the same time alienated that tenement. And J. and A. by attorney come and say that they ought not to answer him on this writ, for they say that they do not hold it in common, because the said A. held thereof one acre of land and one acre of meadow, and the said J. son of A. holds one acre of land and one acre of meadow, and so held on the day of the purchase of the writ &c., namely &c., in the year &c. And if it should be found that they held the aforesaid tenement in common &c., they say that the said A. the parson claims nothing of right in the said tenement, because they say that the said J. the parson &c. received the fealty of the said A. for the entire tenement; and this &c. And J. the parson does the like. Wherefore let the Jury &c.

Another. § The Jury come to recognise whether a messuage with the appurtenances in S. is the frankalmoign of B. pertaining to such a prebend in such a church whereof J. B. is prebendary, or the lay fee of such an one. And now comes as well the said B. as the said R. by their attorneys; and whereupon the said B. says that a certain S. long ago prebendary of the said prebend, the predecessor &c., was seised of the aforesaid land with the appurtenances as in right of his said prebend, in time of &c., taking &c.; which said S. the predecessor &c. alienated that manor &c., and he demands the Jury &c. And the said S. says that the said land whereof &c. is only so much; and he says that whereas the said B. supposes the said land to be frankalmoign pertaining to his said prebend, that manor whereof &c. is the frank fee of the said S. and not frankalmoign pertaining to

elemosina pertinens ad ecclesiam de T. unde J. de W. A.D. 1338. est persona, an laicum feodum A. de R. et J. filii ejus; et unde idem J. persona per attornatum suum dicit quod quidem R. de O. quondam persona &c. predecessor suus fait seisisus de predicto tenemento cum pertinentiis ut de jure ecclesiæ suæ predictæ tempore &c., qui eodem tempore tenementum illud alienavit. Et J. et A. per attornatum suum veniunt et dicunt quod non debent ei inde ad hoc breve respondere, quia dicunt quod ipsi non tenent illud in communi, eo quod predictus A. teneret inde unam acram terræ et unam acram prati; et predictus J. filius A. unam acram terræ et unam acram prati &c., et tenuere die impetrationis brevis &c., scilicet &c. anno &c. Et si convincantur quod tenent tenementum predictum in communi &c. dicunt quod A. persona nil juris clamat in predicto tenemento quia dicit quod idem J. persona &c. recepit fidelitatem ipsius A. de integro tenemento; et hoc &c. Et J. persona &c. similiter &c. Ideo xii. &c.

§ Jurata venit recognoscere utrum unum messua- Aliter.  
gium cum pertinentiis in S. sit libera elimosina B. pertinens ad prebendam talem in tali ecclesia unde J. B. est prebendarius, an laicum feodum talis. Et modo venit tam predictus B. quam predictus R. per attornatos suos, et unde idem B. dicit quod quidem S. dudum prebendarius predictæ prebendæ, predecessor &c., fuit seisisus in predicta terra cum pertinentiis ut de jure prebendæ suæ predictæ, tempore &c., capiendo &c., qui quidem S., predecessor &c., manerium illud alienavit &c. et petit juratam &c. Et predictus S. dicit quod predicta terra unde &c. non est nisi tantum, et dicit quod ubi predictus B. supponit terram illam fore elemosinam pertinentem ad prebendam suam predictam, manerium illud unde &c. est liberum feodum ipsius S. et non libera elimosina pertinens ad pre-

A.D. 1338. the said prebend ; and of this he puts himself upon the said Jury. And the said B. does likewise. So let a Jury be taken thereupon.

Record  
of an  
Attaint.

§ A Jury of twenty-four knights came to recognise if J. and A. unjustly &c. disseised R. of his freehold in M. since the first &c. And whereof the said J. complains that the Jurors in an assise of Novel Disseisin which was thereof summoned between them and taken before W. &c. Justices of our Lord the King assigned to take assises in the said county, at Oxford, by the King's writ, made a false oath &c. And now come as well the said J. as the said R. in their own persons. R. and M., two of the Jurors of the first assise come in their own persons ; and the other Jurors, namely &c., being solemnly called, came not, and were distreined by the Great Distress &c., whose issues and amercements appear in the roll of Estreats for that same term. So by their default process went on to take the Attaint by a Jury of twenty-four. And upon this as well the said R. de A. as the aforesaid Jurors who come pray oyer of the record of the first assise &c. And it is read to them in these words :—"The Assise comes to recognise if R. [A. ?] and J. disseised R. de A. of his freehold in R. ; and where-  
" upon he complains that they disseised him of a mes-  
" suage with the appurtenances &c. And J. comes and  
" R. does not come, and was attached &c. : so let the  
" Assise be taken against him by default. And J. says  
" that the tenements put in view are only so many  
" tenements. And he says that he holds those tenements  
" jointly with G. his wife by a charter of the Abbat of  
" B. and the convent of the same place, and so held on  
" the day of the purchase of the writ &c., which said G.  
" is not named in the writ, wherefore he demands judg-  
" ment of the writ &c. ; and he makes profert of the  
" said charter which witnesses the said joint tenure, and  
" it is dated at D. on the day &c. And R. says that on  
" the day of the purchase of the writ, to wit &c., J. was

bendam predictam. Et de hoc ponit se super Juratam A.D. 1338. predictam. Et predictus B. similiter. Ideo capiatur inde Jurata.

§ Jurata xxiiii. militum venit recognoscere si J. et A. injuste &c. disseisiverunt R. de libero tenemento suo in M. post primam &c. Et unde idem J. queritur quod Juratores assisæ novæ disseisinæ quæ inde inter eos summonita fuit et capta coram W. &c. Justiciariis domini Regis [ad assisas] in comitatu predicto capiendas assignatis apud Oxoniam per breve Regis falsum fecerunt sacramentum &c. Et modo venit tam predictus J. quam predictus R. in propriis personis suis. R. et M. duo de juratoribus primæ assisæ in propriis personis suis veniunt. Et alii Juratores videlicet &c. solemniter exacti non veniunt, et districti sunt per magnam districtionem &c., quorum exitus et merciamentum patent in rotulis de Extractis istius ejusdem termini. Ideo per eorum defaultam processus est ad captionem Juratæ xxiiii. &c. Et super hoc tam predicti R. de A. quam predicti juratores qui veniunt petunt auditum Recordi primæ assisæ &c. Et eis legitur in hæc verba; Assisa venit recognoscere si R. et J. disseisiverunt R. de A. de libero tenemento suo in R. Et unde queritur quod disseisiverunt eum de uno messuagio cum pertinentiis &c. Et J. venit &c. et R. non venit, et attachiatus fuit &c. Ideo capiatur assisa versus eum per defaultam. Et J. dicit quod tenementa in visu posita non sunt nisi tanta tenementa. Et dicit quod ipse tenet tenementa illa conjunctim cum G. uxore sua per cartam W. abbatis de B. et ejusdem loci conventus et tenuit die impetrationis brevis &c., quæ quidem G. non nominatur in brevi, unde petit judicium de brevi &c.; et profert hic predictam cartam quæ predicta conjunctim tenentur testatur, cujus datum est apud D. die &c. Et R. dicit quod die impetrationis brevis sui, scilicet &c. J.

Recordum  
Attinctæ.

A.D. 1338. " sole tenant of the said tenements without this that  
" the said G. had then anything in the same, and this  
" he is prepared to aver, whereupon he demands judgment &c. And the said J. says that he cannot await  
" that averment without the aforesaid G. Therefore  
" according to the Statute the sheriff is commanded that  
" by good &c. he should cause to know &c. that she be  
" here to answer together with &c. as well of the principal plea as of the aforesaid exception of &c. And  
" let the sheriff have the bodies of the recognitors.—  
" And it is to be known that the writ close remains  
" with the sheriff, and the writ patent with the plaintiff;  
" and the aforesaid charter, because it was denied, remains in the custody of W. de S. Justice &c.—At  
" which day before the aforesaid Justices at Westminster come as well the said R. as the said J., and the  
" said G. his wife comes not. And the sheriff now  
" sends word that he warned her by J. and A. And the  
" recognitors, who by consent of the parties were chosen  
" and sworn, say on their oaths that on the said day of  
" the purchase of the writ &c. the said J. was sole  
" tenant of the said tenements, without this that &c.  
" And they say that a certain J. B., Abbat of B., was  
" seised of the same tenements and gave them to one R.,  
" to hold for the life of the said R., and after the death  
" of the said R. granted that the said tenements should  
" remain to the said R. who now complains, to hold for  
" the term of his life. And they say that the said R.  
" died, after whose death the said R. entered on the said  
" tenements by the form of the said grant, and thereof  
" was seised until the said J. and R. unjustly disseised  
" him, to the damage of the said R. of so much. Wherefore it is considered that the said R. do recover  
" seisin &c. and his said damages against the said J.  
" and the others, so much, by the form of the statute in  
" this behalf made and provided, and that the said R. be  
" in mercy, and that the said J. be taken, because he

fuit solus tenens tenementorum predictorum absque A.D. 1338. hoc quod predicta G. tunc aliquid habuit in eisdem, et hoc paratus est verificare, unde petit iudicium &c. Et predictus J. dicit quod verificationem illam absque predicta G. expectare non potest. Ideo per statutum preceptum est vicecomiti quod per probis &c. scire facias &c. quod sit hic &c. ad respondendum simul &c. tam de principali placito quam de exceptione predicta si &c. Et vicecomes habeat corpora recognitorum. Et sciendum quod breve clausum remaneat penes vicecomitem, et breve patens penes querentem et predicta carta, quia dedicta, remanet in custodia W. de S. Justiciarii &c. Ad quem diem coram prefatis Justiciariis apud Westmonasterium venit tam predictus R. quam predictus J., et predicta G. uxor ejusdem non venit. Et vicecomes modo mandat quod scire fecit et per J. et A. Et Recognitores qui de consensu partium electi et Jurati dicunt super sacramentum quod predicto die impetrationis brevis &c. predictus J. fuit solus tenens tenementorum predictorum absque hoc &c. Et dicunt quod quidam J. B. abbas de B. fuit seisitus de tenementis predictis, et ea dedit cuidam R. tenenda ad vitam ipsius R., et post decessum ipsius R. concessit quod tenementa predicta remanerent predicto R. qui nunc queritur tenenda ad terminum vite sue. Et dicunt quod predictus R. obiit, post cujus mortem predictus R. intravit tenementa predicta per formam concessionis predictæ, et inde seisitus fuit quousque predicti J. et R. ipsum injuste disseisiverunt ad dampnum ipsius R. tanti. Ideo consideratum est quod predictus R. recuperet seisinam &c. et dampna sua predicta, et versus predictos J. et alios tantum per formam statuti in hujusmodi casu provisi, et predictus R. in misericordia et predictus J. capiatur

A.D. 1338. " falsely put forward the said charter in delay of the  
" suit of the said R. And upon this the said John  
" comes before the said Justices and makes fine &c. of  
" so much &c., by pledge &c.; and let the said J. go  
" quit &c." Which said record being heard, the said J.  
S. says that the aforesaid twelve jurors have made a  
false oath, namely, in that they said that J. was sole  
tenant of these tenements on the day of the purchase of  
the writ of the aforesaid assise, whereas the said John  
held them on that day jointly with his aforesaid wife  
by the aforesaid charter. And also that they made a  
false oath in this that they said that the said R. was  
disseised of the said tenements, whereas the said R.  
was never so seised of those tenements that he could be  
disseised. And also in this, that they said that the said  
R. was disseised of the said tenements to the damage of  
the said R. of ten &c., whereas the said R. sustained no  
damage; and this he is prepared to aver by twenty-  
four Jurors &c. And the said J. likewise. Therefore  
let a Jury be taken thereupon. The twenty-four Jurors  
come, who were chosen as well by the consent of the  
said J. as of the said A. and of the twelve Jurors of  
the first assise; and the Jurors say on their oaths that  
the said twelve Jurors of the first assise made a false  
oath in this, that they said that the said J. on the day  
of the purchase &c. did not hold the said tenements  
jointly with the said G. his wife, by the aforesaid  
charter. They nevertheless say that in all the other  
points, namely the disseisin and the damages the said  
twelve Jurors made their good and lawful oath: and  
they assess the damages of the said J. at six marks.  
Wherefore it is considered that the said J. do have again  
his said tenements against the said R., and his damages,  
namely, two marks lost by the aforesaid false oath,  
together with the issues received in the mesne time,  
which are assessed by the said twenty-four Jurors at

de quod false protulit cartam predictam in proroga- A.D. 1338.  
tionem sectæ predicti R. Et super hoc idem Johannes  
venit coram eisdem Justiciariis et facit finem &c.  
pro tanto &c., per plegium &c.; idem J. sit inde  
quietus &c. Quo quidem recorde audito, predictus J.  
S. dicit quod predicti xii. Juratores falsum fecerunt  
sacramentum, in eo videlicet quod dixerunt quod idem  
J. illorum tenementorum predictorum die impetrationis  
brevis assisæ predictæ fuit solus tenens, cum idem  
Johannes tenuit illa eodem die conjunctim cum pre-  
dicta uxore sua per cartam predictam. Et etiam  
falsum fecerunt sacramentum in hoc quod dixerunt  
quod predictus R. disseisitus fuit de tenementis pre-  
dictis cum idem R. nunquam fuit seisitus de tene-  
mentis illis ita quod potuit inde disseisiri. Et etiam  
in hoc, quod dixerunt quod predictus R. de predictis  
tenementis disseisitus fuit ad dampnum ipsius R. x.  
&c. cum idem R. nulla dampna sustinuit, et hoc  
paratus est verificare per Juratores xxiiii. &c. Et  
predictus J. similiter. Ideo capiatur inde Jurata.  
xxiiii. Juratores veniunt qui tam de consensu pre-  
dicti J. quam predicti A. et xii. juratorum primæ  
assisæ electi; et Juratores dicunt super sacramentum  
suum quod predicti xii. juratores primæ assisæ falsum  
fecerunt sacramentum in hoc quod dixerunt quod  
predictus J. die impetrationis non tenuit tenementa  
predicta conjunctim cum predicta G. uxore sua per  
cartam predictam; dicunt etiam tamen quod in omni-  
bus aliis articulis videlicet de disseisina et dampnis  
iidem xii. juratores bonum et legale fecerunt sacra-  
mentum suum, et assident dampna predicti J. ad vi.  
marcas. Ideo consideratum est quod predictus J. re-  
habeat tenementa predicta et dampna sua, videlicet  
duas marcas per predictum falsum sacramentum amissas  
una cum exitibus medio tempore perceptis, qui assi-  
dentur per predictos xxiiii. juratores ad quatuor marcas



A.D. 1338. four marks. And let the said R. and the said two Jurors who come be committed to gaol in custody of the sheriff, and let the other ten Jurors be taken, and let all the lands and tenements of the aforesaid Jurors be taken into the hands of our Lord the King and be wasted, and let their wives and children be amoved, and let the goods and chattels of the said Jurors be forfeited to our Lord the King, and let them henceforth lose their free law for ever &c.

Assise of  
Mortdan-  
cester.

§ Assise of Mortdancester. Before W. de S. and the other Justices assigned to take assises at E. &c. the Assise came to recognise if R. son of G. and father of P. was seised in his demesne as of fee of a messuage and 24 acres of land with the appurtenances in N. on the day of his death, and if he died &c. ; which tenements Alice, the daughter of Philip the son of Gilbert, holds : who comes, being under age, to wit six years old. And the said Alice by Emma her mother and guardian prays her age ; for she says that the said Alice is seised of the said tenement as her inheritance descending to her from the said Robert her ancestor, of whose death &c. And the said P. says that the said Robert of whose death &c. was his father and that he P. is the eldest son begotten on a certain Margery his first wife, and the said Alice is daughter of Thomas his brother begotten on one Sabina his second wife, who died before the said Robert his father ; and inasmuch as he is the eldest son of the said Robert his father and his next heir, he prays the Assise. And the said Alice, by her said mother and guardian, says that she does not know of, nor can she plead of any tenement whereof she is in seisin by hereditary descent, and she demands judgment if she can or ought to answer before her full age. And P. says that the said tenements could not descend to the said Alice by hereditary right as next heir of the said Robert, because he says that he is the eldest son of the said Robert, and the said Thomas father of the said Alice was a younger

versus predictum R. Et idem R. et predicti ii.<sup>1</sup> A.D. 1338. juratores qui veniunt committantur gaolæ in custodia vicecomitis, et alii x. juratores capiantur, et omnia terræ et tenementa predictorum juratorum capiantur in manu domini Regis et extirpentur, et uxores et liberi eorum amoveantur, et omnia bona et catalla eorundem juratorum forisfaciantur domino Regi, et amodo amittant liberam legem imperpetuum &c.

§ Assisa mortis antecessoris [coram] W. de S. et aliis Justitiariis ad assisas apud E. &c. venit recognoscere si R. filius G. pater P. fuit seisitus in dominico suo ut de feodo de uno messuagio xxiiii. acris terræ cum pertinentiis en N. die quo obiit; et si obiit &c. quæ Alicia filia Philippi filii Gilberti tenet: quæ venit, et infra ætatem est quia sex annorum. Et eadem Alicia per Emmam matrem suam et custodem petit ætatem suam; quia dicit quod ipsa Alicia est seisita de predicto tenemento tanquam de hereditate sua sibi descendente de predicto Roberto antecessore suo; de cujus morte &c. Et predictus P. dicit quod predictus Robertus de cujus morte &c., fuit pater ejus et P. est filius suus antenatus et procreatus de quadam Margeria uxore sua prima, et predicta Alicia est filia Thomæ fratris sui procreati de quadam Sabina secunda uxore sui qui obiit ante predictum Robertum patrem suum; et desicut ipse est filius antenatus predicti Roberti patris sui et heres suus propinquior petit assisam. Et predicta Alicia, per predictam matrem suam et custodem, dicit quod ipsa nescit nec potest placitare de aliquo tenemento unde ipsa est in seisina descensu hereditario, et petit judicium si possit vel debet respondere ante ætatem suam. Et P. dicit quod predicta tenementa eidem Aliciæ jure hereditario descendere non potuerunt tanquam heredi propinquiiori

Assisa  
mortis an  
tecessoris.

<sup>1</sup> MS. xii.

A.D. 1338. son of the said Robert by the said Sabina his second wife, and the said Thomas died before the said Robert his father, and after the death of the said Robert, he the said P. being in parts beyond sea, a certain G. de S. chief lord of the fee seised those tenements into his hands, and he, P., as soon as he heard of the death of his said father, went to the said G. and prayed him to restore seisin of the said tenements to him as the next heir of the said Robert; and the said G. in fraud and malice and to the disherison of the said P., did for a certain sum of money which the friends of the said Alice gave to him put the said Alice in seisin of the said tenement. And he demands judgment if by such seisin which the chief lord gave to the said Alice, to his disherison, after he had demanded from the chief lord his lawful seisin an assise ought to be recorded. A day was given to hear their judgment in the octaves of St. Michael; and at that day the parties come and instantly pray the record and to hear their judgment; and a day was given to them &c. in the octaves of Hillary because judgment was not yet &c. At which day the parties come and likewise the Jurors of the aforesaid Assise, and P. instantly prays his seisin. The Jurors say on their oaths that the said R. son of G. and father of the said P. married one Margery and on her begot the said P. who now brings this assise and certain other children, and in course of time a divorce was had between R. and Margery by reason of affinity because they were in the fourth degree of blood; and after the divorce the said R. associated with a certain Sabina and begot on her one T., father of the said Alice in concubinage, which Alice now holds the said tenements; and after a further time the said R. married one Agnes de A. who for some time continued in that marriage state; and in course of time the said R.,

de predicto Roberto, quia dicit quod ipse est filius A.D. 1338.  
predicti Roberti antenatus, et predictus Thomas pater  
predictæ Aliciæ fuit filius ejusdem Roberti postnatus  
de predicta Sabina secunda uxore sua, et idem Thomas  
obiit ante predictum Robertum patrem suum, et post  
mortem ejusdem R., ipse P. in partibus transmarinis  
moram faciens, seisivit quidam G. de S. capitalis  
dominus feodi tenementa illa in manum suam, et ipse  
quam citius audivit de morte patris sui predicti ac-  
cessit ad predictum G. et petiit quod redderet ei  
seisinam predictorum tenementorum tanquam propin-  
quiori heredi predicti Roberti, et idem G. in fraudem  
et malitiam et exheredationem ipsius P., pro quadam  
summa pecuniæ quam amici predictæ Aliciæ dederunt  
sibi posuit predictam Aliciam in seisisina de predicto  
tenemento. Et petit judicium si per talem seisisinam  
quam capitalis dominus fecit predictæ Aliciæ ad exhe-  
redationem suam postquam petierat a capitali domino  
suo debet assisa inde recordari. Dies datus est de  
audiendo judicio suo in octabis Sancti Michaelis; ad  
diem illam veniunt partes et instanter petunt recor-  
dum et audiendum judicium suum, et datus est eis  
dies &c. octabis Hillarii eo quod judicium nondum &c.  
Ad quem diem veniunt partes et similiter Juratores as-  
sisæ predictæ, et P. instanter petit assisam [seisinam ?]  
suam. Juratores dicunt super sacramentum suum  
quod predictus R. filius G. pater predicti P. dispon-  
savit quamdam M. et ex ea genuit predictum P. qui  
nunc tulit assisam istam et quosdam alios pueros, et  
processu temporis fuit factum divortium inter R. et M.  
ratione affinitatis eo quod fuerunt quarto gradu san-  
guinis; et post divortium idem R. associavit se cuidam  
Sabinæ et procreavit ex ea quemdam T. patrem pre-  
dictæ Aliciæ in sonetagium, quæ modo tenet tene-  
menta predicta; et per aliud tempus idem R. sponsavit  
quemdam Agnetem de A. quæ per aliquod tempus  
steterat similiter in matrimonio illo, et processu tem-

A.D. 1338. not being satisfied with the said Agnes, adhered to the said Sabina and so worked upon her that the said Sabina caused a divorce to be promoted between the said R. and Agnes, and so followed it up that a divorce was had between them, and after the divorce the said R. took that Sabina to wife, and on her begot one William who is still alive ; and they pray that the Justices will assist them in this case. And a day is given to the parties to hear their judgment thereon, from the day &c. Afterwards by the common summons of that Eyre the plea was removed here, and now the parties come and instantly they prayed the record and their judgment. And because the said T. the father of the said Alice was a bastard by reason that he was born before the espousals between the said R. his father and the said Sabina his mother, so that nothing of the right or possession could descend to the said Alice by means of the said Thomas, nor to the said W. son of the said R. born of the said Sabina after the celebration of the marriage could any right descend from the said R. because he R. had an elder son P. born in lawful matrimony after the celebration of the marriage between the said R. and Margery, notwithstanding the divorce between them by reason of affinity, since no divorce for that cause makes any one a bastard who was born after the marriage and before the divorce;<sup>1</sup> and because the said G. the chief lord after the death of his said tenant seized the said tenements and would not restore them to the said P. although he was often requested so to do, in fraud and malice and to the disherison of the said P., and for money which the friends of the said Alice gave to him he gave up those tenements to the said Alice who was daughter of the said Thomas a bastard born in concubinage, It is considered that notwithstanding the marriage between R. and the said Agnes, the said P. do recover seisin of the said tene-

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<sup>1</sup> Contra ; Co. Litt., 235 a.

poris idem R. non bene contentus de predicta Agnete A.D. 1338. adhesit predictæ Sabinæ et tantum procuravit erga ipsam quod ipsa Sabina emovit divortium facere inter predictos R. et Agnetem, et tantum persequeretur quod divortium factum fuit inter eos, et post divortium factum, duxit idem R. illam Sabinam in uxorem et ex illa procreavit quemdam Willelmum qui adhuc est superstes, et petit quod subveniatur eis per Justiciarios in hoc casu. Et datus est dies partibus de audiendo inde iudicio suo a die &c. Postea per communem summonitionem Itineris istius posita fuit loquela hic, et modo veniunt partes et instanter petierunt recordum et iudicium suum. Et quia predictus T. pater predictæ A. fuit bastardus eo quod natus fuit ante sponsalia celebrata inter predictum R. patrem suum et predictam Sabinam matrem ejus, per quod nil juris aut possessionis descendere potuit predictæ A. per medium predicti Thomæ, nec predicto W. filio predicti R. nato de predicta Sabina post desponsationem celebratam quicquid juris descendere potuit de eodem R. eo quod habuit predictum P. antenatum in legitimo matrimonio post desponsationem inter predictos R. et Margeriam celebratam, non obstante divortio inter eos facto ratione affinitatis, cum nullum divortium ea de causa celebratum facit aliquem bastardum natum post desponsationem et ante divortium; et quia predictus G. capitalis dominus post mortem predicti tenentis sui seisivit predicta tenementa et predicto P. reddere noluit et super hoc sæpius requisitus fuisset, minus in fraude et malitia et ad exheredationem predicti P., et pro pecunia quam amici predictæ A. sibi dederunt tenementa illa predictæ A. reddidit, quæ fuit filia predicti Thomæ bastardi et nati in sonetagio, consideratum est quod non obstante matrimonio [inter R.] et ipsam A. predictus P. recuperet seisinam de pre-

A.D. 1338. ments by recognition of the sheriff; and that Alice be in mercy; but she is pardoned, because she is under age &c.

§ Humphrey Earl of Hereford brought a writ of Waste against Margery who was the wife of John de Wyom late Earl of Hereford, and assigned that waste was committed in tenements which she held in dower.—*Pole*. You see clearly how he supposes that she was the wife of the Earl of Hereford, and consequently she ought to have a surname of honour, as by calling her Countess, and she is not so called &c., judgment of the writ.—*SCHARSHULL*. This writ is brought against her as tenant in dower, in which she ought to be called Margery who was the wife of him of whose endowment she holds just as if she by way of action were demanding her dower; but in a different writ perchance your exception would hold; therefore answer.—*Pole*. You see clearly how he has assigned waste in woods of different trees, and amongst other things he has assigned waste in elder trees, which thing we do not think can in law be called waste; and we pray judgment of the declaration.—And he was driven to take his plea to the action as to parcel; and as to other parcel, of oaks cut, he said that the Earl himself had given certain oaks to a certain person, and had granted to the Countess, by a deed which he put forward, that she should not be impeached or troubled by an action of waste; and we pray judgment. And as to so many, she took them to repair houses; and we demand judgement if for that cutting for the purpose of repairing houses, and for harrows and ploughs and other necessities within the manor in which the waste was supposed, he can have an action by writ of Waste. And as to all the rest beyond what we have before admitted, the Lady did not cut or take anything &c.—*Trewith*. As to the deed which he puts forward about the oaks cut

dictis tenementis per vicecomitis recognitionem et A. A.D. 1338.  
in misericordia, sed perdonatur quia infra ætatem  
est &c.

§ <sup>1</sup> Humfrey Count de Herford porta bref de Wast vers Margerie qe fut la femme Johan de Wyom jadis Count de Herford et assigna wast estre fait en tene-mentz gele tient en dower. — *Pole*. Vous veez bien coment il suppose gele fut la femme le Count de Herford, et par tant ele avereit surnoun del honour com destre nome Countesse, et ele nient nome &c., jugement de bref.—*SCH*. Ceo bref est porte devers lui come devers tenant en dower, en quel cas ele covient estre nome M. qe fut la femme celui de qi dowement ele tient auxi bien com si ele fut par voie daccion a demander son dower, mes en autre bref par cas vostre excepcion lirreit; et pur ceo responez. — *Pole*. Vous veez bien coment il ad assigne wast en boy des plusours arbres entre queux il ad assigne wast estre fait en boys de house, quele chose nentendoms par qe put estre dit wast en ley, et demandoms jugement de la demoustrance.—Et fut chace de prendre son plee al accion quant al parcelle; et quant al autre parcelle de keynes coupez qe le Count mesme avoit done certains keynes a une certeyne persone, et granta al Countesse par un fait, qe fut mis avant, qil ne serroit enpecche ne greve par accion de wast &c., et demandoms jugement; et quant a tantz il les prist pur mesouns repailler, et demandoms jugement si de cel couper pur mesouns repailler et pur herces et carues et autres necessaries deinz mesme le maner en quel le wast fut suppose, et si accion par bref de wast par resoun de cel couper puit il accion aver. Et quant a tut le remenant outre ceo qe nous avoms conu devaunt, la Dame ne coupa pas ne nul prist &c.—*Trew*. Quant a ceo qil met avant feat de les keynes coupez et de les

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<sup>1</sup> This and the twelve following cases are taken from Add. MS. 25184. See p. 493 for a different report of this case of Waste.



A.D. 1338. and the other trees which he has said were cut for the repair of the manor and for other necessities within the manor, we have not complained of that cutting, but we will aver that beyond what she has admitted she cut and wasted as many trees as we have supposed by our count, ready &c.—And the other side said the contrary.—And as to the elder trees since he does not deny the cutting and answers nothing thereto, we demand judgment.—SCHARSHULLE. Now we will see if we shall make the Inquest come, for that on which you have pleaded to the country, until the point on which you have demurred be adjudged, or not.—And afterwards it was adjudged that no process should issue against the Inquest until the point on which he demurred was adjudged. And upon that a day was given to hear their judgment at the Quinzein of Trinity &c.

**Waste.** § In a writ of Waste the defendant pleaded that whereas the demandant had supposed by his writ that he had committed waste in land, houses &c. which he holds in B. &c., we tell you that there are two B.'s in the county, and neither without an addition (and he named the additions); so there is no B. in the county without an addition; judgment of the writ.—*Pole*, for the plaintiff, was driven to plead; and he said that B., in which were the tenements wherein he had assigned that the waste was committed, was well named, and was known without any addition, ready &c.—And the other side said the contrary.—And it was said by several that the same Inquest passed against the defendant, for by the same Inquest the Court would ex officio inquire of the waste and of the damages, for it could not know for certain to what damage &c. but the party has lost recovery. So Quære &c.

**Account.** § The Bishop of Chichester brought a writ of Account against R. de S. for the time that he was his bailiff of the manor of L. and receiver of his moneys, and assigned the receipt by divers hands.—*Trewith*. Whereas you have

autres arbres queux il ad dit qe furent coupez pur A.D. 1338. amendement del maner et pur autres necessaries deinz le maner, de cel couper nous ne sumes par pleint, einz voloms averer qe outre ceo qele ad conu qele coupa et wasta tantz des arbres com nous avoms suppose par nostre counte; prest &c.—Et alii e contra.—Et quant al house del houre qil ne dedit pas le couper et ne rien a ceo respond, nous demandoms jugement.—SCHAR. Ore nous voloms veer si nous froms venir lenqueste de ceo qe vous avez plede al pays tant qe le point sur quei vous estes demure soit ajuge ou ne mie.—Et puis fut agarde qe nul proces issereit devers lenquest tanqe le point sur quel il demurreit soit ajugge. Et sur ceo jour fut done doier lour jugement a xv. de la Trinite &c.

§ En un bref de Wast le defendant pleda qe la ou Wast. le demandant avoit suppose par son bref qil avoit fait wast en terre, mesouns &c., queux il tient en B. &c., nous vous dioms qils ount deux B. en le counte nul sanz adieccion, et noma les adieccions, issint nad il nul B. en le counte sanz adieccion, jugement de bref.—*Pole*, pur le pleintif, fut chace de pleder, qe dit qe B., en quel les tenementz en queux il avoit assigne le wast estre fait, fut bien nome et conu sanz adieccion, prest &c.—Et alii e contra.—Et fut dit par plusours qe mesme lenquest passast encountre le defendant, qar par mesme lenquest la Court doffice enquerreit de wast et de damages, qar il ne put mie saver en certain as queux damages &c., mes la partie ad perdu recoverie. Ideo quære &c.

§ Levesqe de Chicestre porta bref dacompt devers Acompt. R. de S. de temps qil fut son baillif del manor de L. et resceyvour de ses deners, et assigna la resceite parmy divers mayns.—*Trew*. La ou vous avez suppose

A.D. 1338. supposed that he was your bailiff of the manor of L., there was a foreman in the same manor who had the care and administration of all the goods and chattels within the same manor and was charged to render an account, and R. was sent there by the Bishop to be serjeant and overseer, without this that he was his bailiff to render an account as he supposes by his writ, ready &c. And as to the surcharge by him of receipt by divers hands, as [to all except a certain thing he received the moneys by command of the Bishop, as messenger, to pay certain things to divers persons, to whom we have made the payment by your command, without this that he was his receiver of his moneys to account as he has supposed by his writ &c., ready, &c. And as to the rest, he received them by gift from the Bishop, and not to be accounted for as he has supposed, ready &c.—*Stouford*. Whereas you say that you were overseer and not bailiff, we will aver that you were our bailiff as we suppose by our writ and count. And as to all the rest his plea amounts to nothing more than that he was not receiver, as we suppose &c.; and we will aver our writ.—*SCHARSHULLE*. As to this point, that you wish to charge him as bailiff, he has admitted that he was your bailiff in a manner, but in such a manner that he was not to account; and therefore you must plead a negative to what he has admitted in the same manner as to that for which you wish to charge him as your receiver; for he has admitted a receipt, which you must negative or show that it is as he has pleaded and demur in judgment &c.: for, for such a receipt as he has admitted there is no doubt that one ought to account, for an action is not reserved in any other way. And as to his statement that he will aver the payment, that will go before the auditors, when he shall come to account, by way of answer; for we are not auditors: and therefore plead your plea on which you will demur.—*Stouford*. As to his being our

qil fut vostre baillif del maner de L., il avoit un pro- A.D. 1338.  
vost en mesme le maner qe avoit la cure et admini-  
stracion de touz les biens et les chateux deinz mesme  
le maner, et charge fut a lacompte rendre, et R. fut  
comaunde la par levesqe destre serjeaunt et surveour  
saunz ceo qil fut son baillif dacompt rendre com il  
suppose par son bref, prest &c. Et quant a ceo qil  
luy surcharge de resceite parmi divers mayns, quant  
a trestut estre un certain il resceut les deners par  
comaundement levesqe com messenger a paier a divers  
gentz plusours choses a<sup>1</sup> queux nous avoms fait la  
paie par vostre comaundement, sanz ceo qil fut son  
resceivour de ses deners dacompter com il ad sup-  
pose par son bref &c., prest &c. Et quant al remenant  
il les resceut del doun levesqe et ne mie dacompter  
com il ad suppose, prest &c.—*Stouff.* La ou vous dites  
qe vous estes surveour et ne mie baillif, nous voloms  
averer qe vous fustes nostre baillif com nous suppo-  
soms par bref et par count. Et quant a tut le re-  
menant son plee navient a nul autre mes qil ne fut  
pas resceivour com nous supposoms &c. : et nous voloms  
averer nostre bref.—*SCHAR.* Quant a ceo point qe vous  
luy voillez charger come baillif, il ad conu qil fut  
vostre baillif par manere, mes de tiel il ne doit ac-  
compter ; et pur ceo qil covient qe vous soiez al negatif  
a ceo qil ad conu en mesme le manere en dreit de  
ceo qe vous lui voillez charger com vostre resceivour ;  
qar il ad conu un resceite a quei il covient qe vous  
soiez al negatif ou moustrez qil est issi cum il ad dit  
et demurez en jugement &c. ; qar de tiel resceite com  
il ad conu il nest pas doute qe homme ne deit acompter,  
qar accion nest pas reserve par nul autre manere. Et  
a ceo qil a dit qil voet averer le paiement, ceo cherra  
devant les auditours quant il vendra dacompter par  
voie de respons, qar nous ne sumes auditours ; et pur  
ceo pledez vostre plee sur quel voillez demurer.—*Stouff.*

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<sup>1</sup> MS. et.

A.D. 1338. bailiff, we will aver our writ.—And the averment stood. —And as to all the rest of the receipt, you see clearly how he has admitted such a receipt that by law he ought to account, and the payment to others which he has alleged will go by way of answer before the auditors ; wherefore we pray judgment of his admission and pray that he may go and account.—*Trewith*. And we demand judgment, since he has counted that we were his receiver, to make a profit and to trade, and now he has admitted the contrary of that ; and besides, he has prayed the account as extensively as we plead, when for one parcel his count is bad and his action ; wherefore we demand judgment &c. —*SCHARSHULLE*. As to one point that you charge him with, namely that he has acknowledged a receipt which was not for the purpose of making a profit or trading, you can not make use of that point against him, for it is a profit to him if you obey his order, although it be not by way of trading ; since he has acknowledged the receipt he can not have any other action than by way of Account ; the law will adjudge you to account. And as to the other point that you surmise on him, inasmuch as he has prayed the account as widely as you have admitted the receipt, your admission contains a statement that as to parcel you claim it of his gift, from accounting for which the law will discharge you, and inasmuch as he has admitted that he demands an account of a thing for which he (the defendant) ought not to account, and consequently the count and the writ abate,—his prayer is none other but that you do account, not for a certain sum, for by writ of account his action is only to recover an account ; but when he shall come before the auditors then he will charge you with what you ought to answer for, and before them you will be saved by way of answer if you have no right to be charged to account ; for although you had said that for parcel you were not his receiver, an issue thereon between you would not now

Quant a ceo qil fut nostre baillif nous voloms averer A.D. 1338. nostre bref.—Et stetit verificatio.—Et quant a tut le remenant de la resceite, vous veez bien coment il ad conu la resceite tiel qe par ley il deit accompter, et ceo qil ad allegge paiement fait a autres, ceo chiet en respons avant auditours; par quei nous demandoms jugement de sa conisance, et prioms qil aille acompter. —*Trew.* Et nous demandoms jugement del houre qil ad counte qe nous estoioims son resceivour a profiter et a marchaunder, et ore ad il conu le countrare de ceo; et ovesqe ceo, il ad pris lacompt auxi large com nous pledoms, ou dune parcelle son counte malveis, et saccion; par quei nous demandoms jugement &c.—*SCHAR.* Quant al un point quei qe vous lui chargez qil ad conu resceite qe ne vient mie a profiter et a marchaunder, de ceo point vous ne lui poez servir, qar profit est ceo pur lui si vous faites son comaundement mesqil ne soit mie a marchander; quant il ad conu le resceite il ne put aver autre accion de ceo mes par acompt; la leie vous jugera dacompter. Et quant al autre point de ceo qe vous lui surmettez, en tant qil ad prie lacompt auxi large com vous lui avez conu la resceite, en vostre conisaunce est compris qe dune parcelle vous clamez de son doun, de quel la loi vous deschargera dacompter, et en tant il ad conu qil demand acompt de chose de quei il ne deit accompter, et par consequens le count et le bref abatu, sa priere nest autre mes qe vous acomptez, noun pas de certeyn summe, qar par bref dacompte saccion nest autre mes de recoverer un accompt; mes quant il vendra devant les auditours dount il vous chargera de quei vous devez respondre, et devant eux vous serrez salve par voi de respons si vous navez pas resoun destre charge dacompter: qar mesqe vous ussez dit qe dune parcelle vous nestoiez mie son resceivour, issue

A.D. 1338. be taken before us : since you have admitted that for parcel you ought to account, we can not give any other judgment than that you shall account, and before the auditors you will be received to state the receipt of parcel, and thereupon it shall be respited before us.—And the issue was accepted between them and the plaintiff.—*BASSET*. When one pleads a thing in a writ of Account, such as a traverse to parcel of the receipt or to the time that he was his bailiff, the plaintiff must aver his writ as to that parcel, and the inquest shall pass before auditors are assigned, for the auditors can not take an issue on a point which goes to traverse the writ.—And to this most of the Justices assented.—And although one brings a writ of Account, it is only to recover an account, and he (the defendant) will only be adjudged to account ; so the Court will know the sum in certain from the plaintiff's count, beyond which he can not charge him.—And then *SCHARSHULLE*, after consulting with his companions said, As to that for which he demands an account, which issue requires an Inquest, and as to all the rest except a parcel, on your admission we adjudge an account ; and as to what he says that he (the plaintiff) gave him, we discharge you now until the Inquest has passed &c.

*Trespass.* § William de L. brought a writ of Trespass against John, and complained of certain trees cut and sold.—*Gayneford* avowed the cutting by reason of reasonable estovers in the same place and in the same vill, appendant to his freehold.—*Pole*. Whereas he has avowed the act because he has reasonable estovers there, we make protestation that we do not admit that he has estovers there appendant &c. ; but we tell you that he has no estovers of oaks appendant to his freehold, and that he or any of his ancestors who have been tenants of the freehold for which he claims the appendancy have never been seised of estovers of oaks, ready &c.—*Gayneford*. We will aver that we and our ancestors have been seised

ne freit pas entre vous a ore de ceo devant nous; del A.D. 1338. heure qe vous avez conu qe dune parcelle vous devez acompter, nous ne poms faire autre agard mes qe vous averez lacompte, et devant les auditours serrez rosceu a dire la resceite de parcelle et sur ceo respitereit devant nous. Et lissue accepte parentre eux et le pleintif.—BASSET. Quant homme dit chose en bref dacompt com a traverser parcelle de la resceite ou de temps qil fut son baillif, le pleintif covient averer son bref en cel parcelle, et cel enquest passera devant ceo qe auditours serrount assignez, qar auditours ne pount pas prendre issue sur poynt qe chiet en travers de bref. A quei les plus des Justices acorderent. Et coment qe homme porte bref de acompt il nest a recoverir autre qun acompt, et il ne serreit agarde dacompter, issint la Court savera la summe en certain par le counte le pleintif outre qi il ne lui puit charger.—Et pus SCHAR. par lavisement de ses compaignons, come en dreit de ceo qil demande acompte quele issue demande enqueste, et quant a tut le remenant estre un parcelle, par vostre conisance nous agardoms lacompte; en dreit de ceo qil dit qil lui dona nous vous des chargeroms a ore tanqe lenqueste soit passe &c.

§ William de L. porta bref de Trespas vers Johan, Trespas. et se pleint de certains arbres coupez et venduz.—*Gayn.* avowa le couper par reson de renables estovers queux il avoit appendant en mesme le lieu et en mesme la ville a son franctenement.—*Pole.* La ou il ad avowe le feat pur ceo qil [ad] renables estovers illoeqes, nous fesoms protestacion qe nous ne conisoms par qil ad illoeqes estovers appendant &c. mes nous vous dioms qil ad nul estovers de keynes appendant a son franctenement, ne il ne nul de ceux qe ount este tenantz du fraunctenement a quei il clayme lappendance ne furent unges seisiz destovers des keynes, prest &c.—*Gayn.* Nous voloms averer qe nous et noz auncestres avoms estee seisiz destovers a prendre sanz



A.D. 1338. of estovers to be taken without view &c. as well of oaks as of other trees, as appendant &c.—*Trewith*. Not seised of estovers of oaks, ready &c., nor of other trees except by view and delivery, ready &c.—And the other side said the contrary.

Præcipe  
quod  
reddat.

§ A “præcipe quod reddat” was brought against one Maud, when she came and alleged how one Laurence rendered the same manor of S., of which the lands in demand are parcel, by fine &c. to Richard her husband and to the heirs of Richard, and how one W. heir of Richard after his death granted the reversion of the same manor to T. Roselyn and his heirs for ever, by virtue of which grant Maud attorned, and so (said she) we hold these tenements for the term of our life, the reversion regardant to the several heirs of T., of whom one is under age, without whom we cannot bring these tenements into judgment &c., and we pray aid &c., and that the parole may demur &c.—*Pole*. Whereas you have alleged that these tenements are parcel of the manor of S., the manor of S. is in the county of Norfolk, and the tenements in demand are in the county of Suffolk and are parcel of the manor of L. in the same county and are not parcel of the manor of S. &c.—*Trewith*. You shall not get to take an issue if they are parcel or not parcel, since you do not deny that our estate is no other than for term of life, when, even if it were as you say that these tenements are in another county, yet as they were delivered to us as parcel of the manor by the fine, we shall have the aid.—*SCHARSHULLE*. If they be in another county it cannot be understood that they could pass, by the fine as parcel, for you will never have a writ of seisin to a sheriff other than the sheriff of the county where the manor is. And if a “præcipe quod reddat” be brought for a manor which extends into several counties, it must have an exception of so much as is in the other county in which the chief manor is, otherwise the writ would never be maintained;

viewe &c. auxi bien de keyne com des autres arbres A.D. 1338.  
 appendant &c.—*Trew.* Nient seisi destovers des keynes,  
 prest &c., et des autres arbres si noun par viewe et  
 liveree, prest &c.—Et alii e contra.

§ Un "præcipe quod reddat" fut porte vers un <sup>Præcipel</sup> Maude, ou ele vient et alleggea coment un Laurence <sup>quod</sup> reddat  
 rendi mesme le maner de S., de qi les tenementz en  
 demande sunt parcelle, par fyn &c. a R. son baron et  
 as heirs R., et coment un W. heir R. apres sa mort  
 granta la reversion de mesme le maner a T. Roselyn et  
 a ses heirs a touz jours, par vertu de quel grant M.  
 sattourna, issint tenoms nous ceux tenementz a terme  
 de nostre vie, la reversion regardant a plusours heirs  
 T. des queux un fut deinz age, sanz queux nous ne  
 poms mener ceux tenementz en jugement &c., et prioms  
 eide &c., et qe la parole demoerge &c.—*Pole.* La ou  
 vous avez allegge qe ceux tenementz sont parcelle de  
 maner de S., le maner de S. si est en le counte de  
 Northfolk, et les tenementz en demande sont en le  
 counte de Southfolk et sont parcelle del maner de L.  
 en mesme le counte et ne mie parcelle de maner de S.  
 &c.—*Trew.* A prendre issue si parcelle ou nient par-  
 celle navendrez pas, del heure qe vous ne deditez pas  
 qe nostre estat est autre qe a terme de vie, ou tut fut  
 il issint com vous avez dit qe ceux tenementz furent  
 en autre countee, et ils nous furent livreiz com par-  
 celle de maner par la fyn, nous averomsleide.—*SCHAR.*  
 Sils soient en autre countee il ne put estre entendu  
 qil put passer par mi la fyn com parcelle, qar vous  
 naverez jammes bref de seisine a autre vicounte qe a  
 cesti ou le maner est. Et si "præcipe quod reddat"  
 soit porte dun maner qe sistent en divers countees, il  
 lui covendreit faire forprise de taunt qest en lautre  
 countee la ou le chief maner est, autrement le bref ne

A.D. 1338. and therefore he has pleaded that according to common understanding they are not parcel: and besides this he has offered to aver that they are not parcel, ready &c. Will you have the averment?—*Trewith.* We tell you that these tenements did, in the way we have stated, pass as parcel &c.

Note. §. Note that in a writ of Dower, after a “prece partium” the demand ought not to be abridged, according to HILLARY.

Entry. § William atte Dale against Isabel Banastre. In a writ of Entry “into which she had not entry except by Adam Banastre who thereof tortiously and without judgment disseised his ancestor,” *Kelshulle* said, We vouch to warranty Adam Banastre, who shall be summoned &c.—*Pole.* Adam Banastre, whom you vouch, was your father and you are his heir and you entered on that land as heir, and for that reason our writ is in that degree maintainable against you; wherefore you are in Adam’s estate as heir ought not to be received to vouch him who is dead.—*SCHARSHULLE.* Your plea amounts to no more than that the vouchee is dead, which point you have seen to have been adjudged by Sir William Herle, namely that one can not counterplead the voucher in such a manner: but because your case is not exactly like the case before him by reason of the deed which you have alleged we will give a day over until we have considered it.—Afterwards the demandant was nonsuited.

Note. § Note that *Asshe* joined a mise on a fine levied on the render by him of whose seisin the demandant had counted, admitting his seisin and how he divested himself by the fine, and put himself on the great Assise whether he had better right to hold according to the purport of the fine, or the other to have as he demands. And it was said that he might have pleaded in bar if he had pleased.

serroit jammes mayntenu ; et pur ceo il ad dit chose qe A.D. 1338. ne put estre de comune entendement qils sount parcelle ; et ove ceo il tendi daverer qe les tenementz ne sont pas parcelle, prest &c. : voillez laverement ?—*Trew.* Nous vous dioms qe ceux tenementz par la manere com nous avoms dit passerent com parcel &c.

§ Nota qen bref de Dowere apres un “prece par-Nota. tium” le demande ne deit mie estre abregge, par HILLARY.

§ William atte Dale vers Isabele Banastre. En un Entre. bref dentre en la quel il navoit entre si noun par Adam Banastre qe de ceo atort et sanz jugement disseisi son auncestre.—*Kels.* Nous vouchoms a garrantie Adam B. qe serra somons &c.—*Pole.* Adam Banastre qe vouchez il fut vostre pere et vous estes son heir et vous estes entre en cele terre com heir, et par cele cause nostre bref est en cel degree meyntenable devers vous ; par quei vous qestes en lestat Adam com heir a voucher lui qest mort ne devez estre resceu.—*SCHAR.* Vostre plee namount a nient plus mes cestui qest vouche est mort, quel poynt vous avez viewe estre ajugge par Sire William de Herle qe homme ne put mie countrepleder le voucher par tiele manere ; mes pur cee qe vostre cas nest pas purement en le cas par le fait qe vous avez [allegge] nous voloms doner jour outre tanqe nous sumes avisez.—Puis le demandant fut nounsowy.

§ Nota qe *Asshe* joint un mise sur un fyn leve Nota. sur le rendre par cestui de qi seisine le demandant avoit countee en conisant sa seisine, et coment il se demist par la fyn, et se mist en la grant assise le quel il avoit le meillour dreit a tenir solonc la purport de la fyn ou il daver come il demande. Ou dit fut qil purreit aver plede en barre sil voleit.



§ Labbe de Kyrkestede porta bref de renablé devise A.D. 1338. vers Alice Countesse de Nichole et counta coment ele attreast as son fee outre devises &c.—*Trew.* Sire, nous vous dioms qe la ou il suppose qele ad treit outre la devise tant &c., ceo est parcelle del maner de T. le quel maner ele tient a terme de sa vie, la reversion regardant a R. Lestrangle, sanz qi &c., et prioms eide de lui:—et moustra coment la reversion fut grante.—Et avoient jour de grace.

§ En assise de Novele disseisine porte en Kent la Assise de  
novele  
disseisine. plainte fut fait de rente. Le tenant pleda hors de son fee &c., a quei le pleintif mist avant especialte qe voleit qil avoit done la terre mis en vieve al tenant en fee a tenir de lui et de ses heirs pur la dite rente dount la plainte fut fait; a quei fut plede ceste rente fut reserve par resoun de seignurie qe ne put estre suffert par statut, issint la rente ne lui puit estre reservee par nul voie, et demandoms jugement. Et non obstante hoc avis fut a la Court qil averoit la rente tut ne put il aver seignurie. Et puis le tenant pleda al assise; et trove fut par lassise qil fut disseisi de la rente &c. et qe la rente fut detenu; par quei ajugge fust cause de disseisine le retenir ou le countreplee le quel qe homme voleit prendre. Par quei le pleintif recoverist &c.

§ Nota, variance fut assigne en un bref datteint entre Nota. le primer original et le bref datteint. Et pur ceo qe latteint fut acordant al record de quel il issit, il fut agarde bon pur ceo qil serroit grante hors de record et noun pas hors del original.

§ Walter de Rideware et Isabele sa femme, R. de Trespas. S. et M. sa femme et plusours autres persones ensemblement ove ses barons porterent bref de Trespas

A.D. 1338. la Sorde and R. the son of Ivot de Conedos, bailiffs of the Queen of England for the High Peak, and caused them to be attached to answer "as well to us as to  
" the said Walter and the others aforenamed in a plea  
" why when we lately by our writ commanded you that,  
" associating with you four discreet and lawful knights  
" of your county, you in your own person should go  
" to the court of the said Queen of England for the  
" High Peak, and in full court there cause to be re-  
" corded a plea which was in the said court by our  
" writ of Right between Dionisia, who was the wife of  
" Thomas Coniers, demandant, and the said W. and I.  
" &c. tenants, of seven messuages, three bovates of land,  
" three acres of land and one acre of meadow with the  
" appurtenances in Castelton, and have that record  
" before the aforesaid Justices at York at a certain day  
" specified in the writ, and that you should cause to  
" be recorded the plea in the aforesaid court by virtue  
" of our aforesaid mandate and the process thereon  
" between the said parties, before the said Justices,  
" which was continued according to the tenor of the  
" record and the process of the plea had thereon be-  
" fore the said Justices, which it appears to us we  
" made to come before ourselves in our Chancery,  
" nevertheless the said bailiffs afterwards held the said  
" plea in the said court in contempt of us and of our  
" said mandate, and to the heavy damage and manifest  
" peril of the said W. and the others &c., as it is said."  
—And thereupon they counted a count in accordance with the writ, and besides this they showed in their count that they held the plea until the said Dionisia had recovered by default, and by virtue of the judgment they ousted them from their land tortiously &c.  
—*Trewith*. You see clearly how they suppose by their writ and count that the bailiffs committed a contempt, and a damage to the parties inasmuch as they held the plea, and they have not said that the writ came at any

vers R. de la Sorde et R. de fitz Ivot de Conedos A.D. 1338.  
 baillif par reigne dEngleterre del haut Peek, et les  
 firent attacher a respondre "tam nobis quam prefato  
 " Waltero et aliis prenomatis de placito quare cum  
 " nos nuper per breve nostrum tibi precepimus quod  
 " assumptis tecum quatuor discretis et legalibus mili-  
 " tibus de comitatu tuo in propria persona tua ac-  
 " cederis ad curiam prefatæ Reginæ Angliæ de Alto  
 " Pecco, in plena curia illa recordari faceres loquelam  
 " quæ fuit in eadem curia per breve nostrum de Recto  
 " inter Dionisiam quæ fuit uxor Thomæ le Coniers pe-  
 " tentem, et prefatos W. et J. &c. tenentes de septem  
 " messuagibus tribus bovatis terræ et tribus acris terræ  
 " et una acra prati cum pertinentiis in Castelton, et  
 " recordum illud habeas coram prefatis Justiciariis apud  
 " Eborum ad certum diem in brevi illo contentum, et K.  
 " tu loquelam in curia predicta virtute mandati nostri  
 " predicti recordari faceris et processum inde inter par-  
 " tes predictos coram prefatis Justiciariis, qui continua-  
 " tus fuerit secundum tenorem recordi et processus  
 " loquelæ coram eisdem Justiciariis inde habitæ quem  
 " coram nobis in Cancellaria nostra venire fecimus  
 " nobis constat, iidem ballivi, nihilominus placitum  
 " predictum in prefata curia postmodum tenebant in  
 " nostri et mandati predicti nostri contemptum<sup>1</sup> et  
 " predictorum W. et aliorum &c. grave damnum pro-  
 " hibendum periculum manifestum ut dicitur."—Et sur  
 ceo il counterent un counte acordant al bref, et outre  
 ceo moustrent en leur counte qils tiendrent pleee tanqe  
 lavandite Dionise avoit recoveri par defaute et par  
 vertu del jugement eux ousterount de leur terre atort.  
 —*Trew.* Vous veez bien coment il supposent par bref  
 et par counte coment les baillifs firent contempt et  
 damage a la partie en tant qils tiendrent le pleee, et  
 eux nount pas dit qe bref vient a les baillifs a nul

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<sup>1</sup> MS. contentum.



A.D. 1338. time to the bailiffs to forbid them to hold the plea, and so they did no wrong in holding it; wherefore we demand judgment of the writ.—ALDEBURGH. When you held the plea after the removal you committed a contempt of the King and a trespass on the party, for the removal includes a sufficient forbidding to hold the plea afterwards; and therefore plead over.—*Trewith*. You see clearly how in his declaration he supposes the cause of damage received to be that they were ousted of their land by their judgment, and their writ makes no mention of the judgment or of the ouster, so this count is not warranted by the writ; judgment of the count.—*Pole*. Although you take that exception to the count it is to the action: will you have it for an answer.—*Trewith*. It is only to the count as not warranted by the writ; but if can hold my intention, the count and writ will all abate.—ALDEBURGH. He will have more in the count than in the writ, and he ought never to have in the writ that he has lost by judgment and is ousted from his land; and therefore if you will demur there it is to the action, for he can not have any other writ in his case.—*Trewith*. You see clearly how he supposes by this writ he thinks to recover damages, and he himself has proved that he can have an assise and by the same assise recover damages, and so if he were received to this writ it would be to recover damages twice for one trespass, which would be contrary to law; and we demand judgment if by this writ he can have an action.—Whereupon the party imparled and came back, and the defendants did not come; wherefore their absence was recorded as of those who departed in contempt of court; and a day was given over to hear &c.—Quære what of law here &c.

Dower. § Amice who was the wife of T. de E. brought her writ of Dower against the Prior of B., and made her demand of the third part of 20*l*. of rent—*Trewith*. As to all except 20 marks, her husband was never so seised

temps a defendre les de tenir le plee, issint firent ils A.D. 1338. nul defaute en le tenir; par quei nous demandoms jugement de bref.—ALD. Quant vous tenistes plee apres le remuement vous faites contempt al Roi et trespas a la partie, qe le remuement enclot en soi as-setz defense de tenir le plee apres, et pur ceo ditez outre.—*Trew.* Vous veez bien coment en sa demoustrance il suppose cause de damage receu estre de ceo qils furent oustez de lour terre par lour jugement, et lour bref fait nul mencion del jugement ne del ouster, issint cest count nient garranti de bref, jugement de counte.—*Pole.* Coment qe vous lui donez al counte cest al accion; voletz ceo pur respons.—*Trew.* Il nest a autre mes a counte nient garranti de bref, mes si jeo purra perner ma entencion, counte et bref tut abatera.—ALD. Il avera plus en counte qen bref, [et en bref]<sup>1</sup> ne doit il jammes aver qil ad perdu par jugement et ouste de sa terre; et pur ces si voilletz demorer la cest al accion, qar il ne put autre bref aver en son cas.—*Trew.* Vous veez bien coment il suppose par ceo bref il bye de recoverir damages, et il mesme ad prove qil put aver une assise et par mesme lassise recoverir damages, et issint sil fut resceu a cestui bref ceo serroit a recoverir damages deux foithe pur un trespas quel serroit encountre lei; et demandoms jugement si par cestui bref pût il accion aver.—Sur quei la partie emparla et revient et le defendant ne vient pas; par quei lour absence fut recorde com ceux qe departirent en despit de la court, et jour done outre doier &c.—*Quære quid juris hic &c.*

§ Amice qe fut la femme T. de E. porta son bref de Dowere. vers le Priour de B. et fit sa demande de la terce partie de xx. liveres de rent.—*Trew.* Quant a trestut estre xx. marcs son baron ne fut unques seisi qe

<sup>1</sup> The words in brackets are from Add. MS. 16560.

A.D. 1338. that he could endow her, ready &c. And as to her demand of dower of the 20 marks, at present she ought not to have dower, for we tell you that on a certain day in a certain year in the time of a certain King, [a fine was levied] before Sir W. de T. and his companions then Justices of the Common Bench between W. de T. and M. de A. plaintiffs and one R. de T. formerly Prior of B. predecessor of this Prior, deforciant of 24*l.* of rent and of other lands and tenements, when the said W. and M. acknowledged the tenements comprised in the writ to be the right of the Prior, and rendered to him two parts thereof, to have and to hold to him and to his successors for ever, and granted that the third part of the same tenements, which one A. held in dower of the heritage of M. and which after her death to them &c. ought to revert, should remain to the said Prior and his successors for ever, to hold with the other two parts &c.; for which acknowledgment and concord the said Prior granted 20*l.* of rent to the said W. and M. and the heirs of M., so that whilst any of the heirs of M. should be under age the payment of the 20*l.* should cease: and we tell you that T. her husband was cousin and heir of M.;—and he showed how he was cousin;—which T. had a son T. who is under age and is her heir; and we demand judgment, since at the time of the commencement of the rent the grant was made on such a condition that for the time while the heir was under age the rent should cease, if during the nonage of Ts'. heir you ought to have dower. — *Asshe.* You see clearly how he has admitted the seisin of our husband as in fee simple, and he alleges a condition to which we are a total stranger; and as he shows nothing to witness the condition, therefore we demand judgment if to this we have any need to answer, and we pray our dower &c. — *Trewith.* And we pray judgment, since she does not deny that the estate of her husband was conditional, as we have alleged, and you do not show any other estate than that, if for the time she ought to have dower. —

dower la put, prest &c. Et quant a ceo quele demande A.D. 1338. dower de les xx. marcs, quant a ore ele ne deit dower aver, qar nous vous dioms qe certeyn jour, an, en temps certeyn Roi devant Sire W. de T. et ses compaignouns adonques Justices de comune bank parentre un W. de T. et M. de A. pleignaunte et un R. de T. jadis Priour de B. predecessour cestui Priour deforceour de xxiiii. livres de rente et dautres terres et tenementz, ou lavandit W. et M. conussent les tenementz contenuz en le bref estre le droit le Priour, et de ceux lui rendirent les deux parties a aver et tenir a lui et a ses successeurs a touz jours, et granterent qe la terce partie de mesme les tenementz les queux un A. tient en dower del heritage M. et les queux apres son deces a eux &c. duissent revertir remeindreit al dit Priour et a ses successeurs a touz jours, a tenir ove les deux parties &c., pur quel conusaunce et concord le dit Priour granta xx. livres de rente a les avantditz W. et M. et a les heirs M., issint qe pur le temps qe nul des heirs M. furent deinz age en apres, qe la paie de les ditz xx. livres cessereit; et vous dioms qe T. son baron fut cosyn et heir M.;—et moustra coment cosyn;—le quel T. ad un fitz T. qest deinz age qest son heir; et demandoms jugement, del heure qal temps del comencement de la rente le grant se fist sur tiel condicion qe pur le temps qe le heir fut deinz age qe la rente cessereit, si durant le nounage le heir T. devez dower aver.—*Asche*. Vous veez bien coment il ad conu la seisine nostre baroun come de fee simple, et de ceo qil ad allegge un condicion a quel nous sumes tut estraunge, et de ceo qil ne moustre rien de testmoigner la condicion, par quei nous demandoms jugement si a ceo eioms mester a respondre, et prioms nostre dower &c.—*Trew*. Et nous jugement del heure quele ne [de]-dit pas qe lestat son baron fut condicionable, com nous avoms allegge, et nul autre estat ne moustrez qe cel, si

A.D. 1338. **HILLARY.** You have admitted the estate of her husband to have been as a fee simple, and what you allege is a condition, of which you show nothing; wherefore it seems to her that she need only pray her dower. And suppose that you had to maintain an entry on a tenant, whatever estate he had, for default of payment of rent, would you be received to such a plea without putting forward a specialty or fine to witness the condition? (intimating the negative.) No more in this case.—**ALDEBURGH** (ad idem). Suppose that you were to vouch as assignee, and your estate were by fine, you would not be received to the voucher if you did not put forward a part of the fine or the specialty made to your feoffor: so here.—*Trewith.* Sir, in the case of voucher I am as it were a plaintiff to dereign a warranty, therefore then it is fit that I show a specialty; but in this case I am to rebut, when I shall be received to allege a thing of record to which I am party without putting it forward to the Court, so that in this case I am such an one as can vouch him.—**SCHARSHULLE.** Shall you be received to such a plea without showing anything? by your own plea the woman will have dower, as in this case which I put, that tenements are given to a woman and to the heirs male of her body begotten, and she has issue male who has issue female, the wife of the issue male will be endowed and the issue female will not inherit, and yet the condition of the woman is different: so in this case, although it be so that after the death of her husband as against the heir the rent for the time would cease, that does not take away the dower from the woman who demands of the estate of her husband, which is not affected by the condition: and what you plead is wholly to the action, therefore give her a day.—And the parties took a day over, without anything of the plea &c.

**Wardship.** § In a writ of Wardship the tenant vouched the Archbishop of Canterbury.—*Pole.* Neither he nor his ances-

pur le temps il deyve dowere aver. — HILLARY. Vous A.D. 1338. avez conue lestat son baron come de fee simple, et ceo qe vous alleggez est une condicion de quei vous ne moustrez rien; par quei il semble a lui qil nad meister forqe de prier son dowere. Et jeo pose qe vous feussez a meyntenir un entre sur un tenant quel estat qil avoit par defaute de noun paiement de rente, serrez vous resceu a tiel plee sanz moustrer avant especialte ou fyn a tesmoigner la condicion? quasi diceret non; — nient plus en ceo cas. — ALD., ad idem. Jeo pose qe vous fussez a voucher com assigne et vostre estat fut par fyn, vous ne serrez pas resceu a ceo voucher si vous ne meissez avant partie de la fyn ou lespecialte fait a vostre feffour; auxi hic. — Trew. Sire, en cas de voucher jeo suy auxi com actour a disreigner un garrantie, par quei adonques moi covient moustrer especialte; mes en ceo cas ci jeo suy a reboter, ou jeo serra resceu dallegger chose de record a quei jeo suy partie sanz mettre avant a la court qe jeo sui tiel en ceo cas qe jeo lui puisse voucher. — SCHAR. Serrez vous resceu a tiel plee sanz moustrer rien? par vostre plee demene la femme avera la dowere, com en cas jeo pose, qe tenementz soient donez a un femme et a les heir madles de son corps engendrez, et il ad issue male le quel ad issue femelle, la femme del issue mal serra dowe et lissue femelle ne serra enherite, et si est la condicion de la femme autre; auxi en ceo cas, tut soit il qe puis la mort son baron qe devers leir pur le temps de la rente concessereit, ceo ne toud pas dowere a la femme qe demande del estat son baron quel nest rienz a la condicion; et ceo qe vous pledez est al accion a tut, et pur ceo donez lez jour. — Et puis les parties pristrent jour outre sanz rien de plee &c.

§ <sup>1</sup> En un bref de Garde le tenant voucha ler-Garde. cevesqe de Cantebirs. — Pole. Il ne ses auncestres ne

<sup>1</sup> This and the remaining cases in Easter Term are taken from Add. MS. 25185. According to Add. MS.

25184 the plaintiff in this case was Robert de Iale.

A.D. 1338. tors were ever seised since the seisin of our tenant &c.  
—*Gayneford*. That is not an issue unless you say, “he  
“ nor his predecessors.”—And then the Court said that  
such a counterplea was not given in a writ of Wardship  
which is a chattel.—*Pole* said that it was,—and I think  
truly.—Then the Court said that the voucher was not  
given without a specialty.—*Trewith*. At least the party  
has lost the challenge that we have not shown a speci-  
alty, by reason of the issue which he has tendered &c.  
—*Stouford*. No, for ten reasons I can counterplead a  
voucher.—SCHARSHULLE said the same.—*Trewith*. The  
reason why in a writ of Wardship one ought to show a  
cause for his voucher, is because a counterplea of the  
seisin of the vouchee is not given in this case of a  
chattel, wherefore in such a writ one could vouch a  
rascal who never had anything, which would be a delay:  
as to a deed, he has passed the challenge that we ought  
to show one, for he undertakes the answer himself,  
although on a former occasion in a like writ he suffered  
it, and admitted us to that voucher and so himself  
admitted that our vouchee was seised, and thus there  
was no fraud in our voucher: judgment if now he can  
deprive us of the voucher.—And the Court gave weight  
to this answer.—*Stouford*. As to the first, we think that,  
when one counterplea is given by statute and another  
by common law, I can at my election take one after the  
other, and thereupon I demur in your judgments. And  
as to the other, I was nonsuited in the first writ, and we  
think even if judgment be given where a party admits  
a thing which is contrary to law in one writ, he can  
plead the contrary in another writ here, as to a thing  
which lies in fact, and thereof we demand judgment.—  
*Trewith*. So do I.—HILLARY to *Trewith*. You charge  
the Court with both.—*Trewith*. Yes, Sir, since both lie  
in law.—And note that at the beginning HILLARY said,  
It is wholly without doubt that counterplea of voucher,  
on the seisin, is not given in this writ;—but afterwards

furent unques seisisz puis la seisine nostre tenant &c. A.D. 1338.  
— *Geyn*. Ceo nest mye issue sanz dire ly ou ses predecessours.—Et puis la Court dit qe tiel countreple nest mye done en bref de Garde qest un chatel.  
— *Pole* dixit quod sic, et verum ut credo.—Puis la Court dit qe le voucher nest mye done sanz especialte.—*Trew*. Au meins la partie ad perdu chalenge de ceo qe nous navoms pas moustre especialte, pur lissue qil ount tendu &c.—*Stouf*. Nanyl, jeo puisse par x. resons countrepleder un voucher.—*Idem* dixit *SHAR*.—*Trew*. La cause pur quei en bref de garde homme deit moustrer cause de son voucher, est per ceo qe countreple de la seisine le vouche nest mye done en ceo chatel, par quei homme put voucher un ribaud qe unques rien navoit en tiel bref qe serroit delaiement; sur un fet, il est passe le chalenge qe nous devons moustrer, qil emprent respons mesme mesqe cel la autrefoithe en autiel bref il suffri, et nous accepta a mesme cel voucher, issint accepta il mesme qe nostre vouche fut seisi, issint nient fraude en nostre voucher; jugement si ore puisse le voucher toller.—Et Court chargea cest respons.—*Stouf*. Quant al primer nous entendoms qe quant un countreple est done par statut et un autre par comune ley qe jeo puisse a ma eleccion prendre lun apres lautre, et de ceo demoerge en voz jugements. Et quant a lautre jeo fu noun siwi en le primer bref, et nous entendoms qe mesqe jugement face ou partie accepte chose countre ley en un bref, il put pleder le contrare en autre bref seins de chose qe chet en fet, et de ceo demandoms jugement.—*Trew*. Auxi face jeo.—*HILLARY* a *Trew*. Vous chargez la Court de deux.  
—*Trew*. Sire, puis quant lun et lautre cheont en ley.  
—Et nota quod in principio *HILLARY* dit, Tut sanz doute qe countrepleder de voucher sur seisine en cest bref nest mye done; mes puis il chalengea cel dit.



A.D. 1338. he challenged that statement. And note that the entire Court said that in a writ of Wardship one must assign a cause for the voucher, namely that such an one was seised and leased to him, but that it was not necessary to show a specialty &c. On the morrow it was said by the entire Court that even if one permits his adversary to plead a thing contrary to law in one writ and is non-suited, in another writ he may counterplead it.—And as to the other point which *Trewith* challenged, namely that *Stouford*, in the traverse which he gave against him who vouched who is in a manner plaintiff, supposed that he was such an one as he could vouch, he shall not now get to say the contrary :—which was much debated : and THE COURT told *Trewith*, in order to deliver the Court, to show the cause of his voucher.—*Trewith*. Sir, We will do so to you. And he said that the Archbishop's predecessor was seised of the Wardship and leased it to him.—SCHARSHULLE. Certainly as to the lease he will have no reply—*Pole*. He does not say that he leased it with the assent of the party.—THE COURT. There is no need to do so. And because *Stouford* would not plead anything else, he adjudged that the voucher should stand &c.

Præcipe  
quod  
reddat.

§ In a "præcipe" brought against A. who vouched one John, which John vouched one Richard, the demandant said, A. against whom this writ is brought, and Richard, who is vouched, are brothers, and Richard is the youngest brother, and Richard's father was seised of the subject of our demand and was ancestor of Richard who is vouched, in which case we cannot have the averment that Richard was not seised &c.—SCHARSHULLE. It is not a statutory averment, but is within the meaning of the statute ; wherefore the issue shall be general and at the taking of the inquest it will be gone into by evidence.—And so it was, &c.

Formedon. § In a writ of Formedon in the remainder the tenant by his warranty asked what he had to show the form,

Et nota qe tota Curia dixit qen bref de garde il A.D. 1338.  
 covent assigner cause de voucher, saver qe un tiel fut  
 seisi et ly lessa, mes il ne covent pas moustrer  
 especialte &c. In crastino done fut a tota Curia qe  
 mesqe homme seoffre qe son adversare die chose  
 countre ley a un bref et est noun siwy, a autre bref  
 il le put countrepleder. Et quant al autre point qe  
*Trew.* challengea qe *Stouf.* en le travers qil dona  
 countre cely qe voucha qest en manere actour, sup-  
 pose qil fut tiel qil pout voucher, il navendra a ore  
 a dire le contraire, ceo qe fut un poy debatu; et la  
 Court dit a *Trew.* pur deliverer la Court qil moustrat  
 cause de son voucher.—*Trew.* Sire, nous froms a vous.  
 Et dit qe le predecessour lercevesqe fut seisi de la  
 garde et ly lessa.—*SCHAR.* Certes a ceo navera il nul  
 respons quant al lees.—*Pole.* Il ne dit mye qil lessa  
 par assent de partie.—*CURIA.* Non est cura.—Et pur  
 ceo qe *Stouf.* ne voleit autre &c. il agarda qe le  
 voucher estoit &c.

§ En un præcipe porte vers A. qe voucha un Præcipe  
 Johan, le quel Johan voucha un Richard. [A.] vers qi <sup>quod</sup> reddat.  
 nostre bref est porte et Richard qest vouche sount  
 freres et Richard est frere puisne, et le pere a Richard  
 fut seisi de nostre demande, qest auncestre a Richard  
 qest vouche, ou nous ne poms aver laverement qe  
 Richard ne fut pas seisi &c.—*SHAR.* Ceo nest pas  
 laverement de statut, mes ceo est lestente de statut;  
 par quei lissue serra general, et a lenqueste prendre  
 ceo serra enquis par evidence. Et sic fuit &c.

§ En un bref de forme de doun en le remeindre le Fourme  
de doun.  
 tenant par sa garrantie demanda ceo qil avoit de la  
 Q 966. K K

A.D. 1338. Whereupon he showed a deed. (So note.) The deed said that A. gave to John and his wife and the heirs of his body begotten, and that if John and his wife died without heir begotten between them the tenement should return to the right heirs of J. de G.; which heirs now bring this writ. And the writ said that A. gave to J. de G. and his wife and the heirs of his body, so that if John should die without heirs of his body after the death of A. it should remain to the right heirs of J. And the deed and the writ varied in the names of the donor of the vill.—*Trewith*. Judgment of the writ, which varies from the specialty.—THE COURT (unanimously). Even if the name of the demandant be mis-called in the specialty, and that of the vill also, yet if they be the same vill and person as are named in the writ, and they are well named in the writ, they are altogether well named.—*Trewith* The specialty does not contain any remainder; besides, it does not limit anything to the heirs of the husband except on default of issue of the husband and wife; besides, the form does not limit a remainder for default of heirs begotten of J.; for even if J. and his wife died without heir of their bodies, still John might have an heir of his body; so this form is not warranted by the specialty; judgment if he shall be received.—HILLARY. That is to the action.—SCHARSHULLE. We decide that you do plead over. So did HERLE.—And he pleaded over in bar, by the warranty of an ancestor of him &c.

Voucher. § One A. vouched B.—*Gayneford*. B. was never seised except as husband of one Isabel, without this that B. or his ancestors had any other seisin &c.—And THE COURT said, Let the voucher stand &c.

Assise of Novel disseisine. § In an assise of rent where the land was given in fee farm for so much, and where the assise was awarded, and the gift in fee farm was found by the assise, it was adjudged that the counterplea was the cause of disseisin.—SCOT. If you do not agree, you must wait until we have

forme. Par quei il moustra fet (sic nota). Et le fet A.D. 1332. voleit qe A. dona a Johan et a sa femme et a les heirs de son corps engendres, et si J. et A. sa femme devient sanz heir entre eux issantz qe les tenementz retournent as dreits heirs J. de G. queux heirs ore portent cesti bref. Et le bref veot qe A. dedit J. de G. et uxori ejus et heredibus de corpore suo exeuntibus ita quod si Johannes sine herede de corpore suo obierit post mortem A. rectis heredibus J. remaneret. Et le fet et le bref varierent en noun del donour et de ville.—*Trew.* Jugement de bref qe varie del especialte. — *CURIA*, una voce. Mes le noun del donour<sup>1</sup> en lespecialte soit mesnome et la ville auxi, si mesme la ville et la persone qest nome en bref et en bref bien nome il est tut bien nome.—*Trew.* Lespecialte ne veot nul remeindre; ovesqe ceo, il ne taille rien as heirs le baron si noun par defaute dissue de baron et sa femme: ovesqe ceo, la forme taille mye remeindre par defaute del heir J. engendre; qar mesqe J. et sa femme devierent sanz heir de lour corps, unqore put Johan aver heir de son corps, issint ceste forme garranti del especialte; jugement sil serra resceu.—*HILLARY.* Cest al accion.—*SHAR.* Nous agardoms qe vous ditez outre. Com fit *HERLE*.—Et il pleda outre en barre par garrantie dun auncestre cestui &c.

§ Un A. voucha B.—*Geyn.* B. ne fut unques seisi si Voucher. noun com baron une Isabele sanz ceo qe B. ou ses auncestres autre seisine &c.—Et la Court dit Estoise le voucher &c.

§ En assise de Rente ou la terre fut done en fee Assise de ferme pur tant, ou lassise fut agarde, et par assise le <sup>novelo</sup> disseisine. doun en fee ferme trove, agarde fut qe le countreple fut cause de disseisine.—*SCOT.* Si vous nagreez pas

<sup>1</sup> MS. demandant.

A.D. 1338. inquired by the assise. So note ; for it is said that rent is ascertained whereof the Court is previously apprised ; wherefore the plaintiff will not recover anything but the rent and nothing of the accretion, since the delay is in the Court and also in the party after verdict.— And then SCOT adjudged to the plaintiff seisin, as of rent seck, and the damages were taxed by the assise ; it was wonderful that he did not adjudge the rent due since the judgment. It was only because the party agreed as to the taxed damages &c.

Trespass. § In a writ of Trespass brought against the Abbat of C. &c. for that he held a court in the ancient demesne, after the sheriff had removed the parole into the Bench, until the tenant was ousted of his land.—*Trewith.* The writ supposes that the defendant held the plea and that he was bailiff, whereas the suitors held the plea and have record ; judgment of the writ.—This was not allowed ; because he holds the Court and the writ is directed to him.—*Trewith.* He has counted that the plea was holden until the tenant was ousted from his land, which ouster the writ does not mention ; so the count is not warranted by the writ ; judgment of the writ.—ALDEBURGH. Without these words in the count “ that he was ousted from his land ” he would not have damages.—*Trewith.* The more need that the principal support of the action should be put in the writ.—THE COURT. In an Attachment on Prohibition he will count that the plea was sued so far on that he was excommunicated and put out of the church, without which the count is worth nothing, and yet in the writ there will be no word of that, but only that you held a court, without which he would not have been ousted from his land ; that is the tort and the damage which you did to him.—*Trewith.* In an Attachment on Prohibition the trouble which I undergo increases the damage to me ; not so here : but it is not decided whether a writ of Trespass lies for a disseisin.—ALDEBURGH. Still you

il covent qe vous attendez tanqe nous leiomse nquis A.D. 1338. par assise. Sic nota; qar dicitur qe rente est en certain dount Court est apris avant; par quei le pleintif ne recoversa rienz mes la rente et rien en acres del heure qe la delai est en la Court et auxint en la partie apres verdit. Et puis SCOT agarda al pleintif seisine come de rente sek; et damages furent taxes par lassise: quod mirum fuit, qil nust agarde la rente due puis le jugement: color non est nisi quod pars sagrea des damages taxes, &c.

§ En un brief de Trespas porte vers labbe de C. <sup>Trespas.</sup> &c. qil tindreit une Court en aunciene demene apres qe le vicounte avoit remue la parole en Banc tanqe le tenant fut ouste de sa terre.—*Trew.* Le bref suppose qe le defendant tint le ple et qil fut baillif, ou seuters tenent le ple qe ont record; jugement de bref.—Et non allocatur; quia ipse tenet curiam et ei dirigitur breve.—*Trew.* Il ad counte qe le ple fut tenuz tanqe le tenant fut ouste de sa terre, quel ouster le bref ne fet pas mencion, issint le counte nyent garant de bref, jugement de bref.—ALD. Sanz cele parole en le counte qil fut ouste de sa terre il navereit nul damage.—*Trew.* Tant busoigne le plus qe le principal qe meintient saccion fut mys en bref.—CURIA. En attachement sur prohibicion il countera qe le ple fut tant siwi qil fut escomenge et mys hors de eglise, sanz quei le counte ne vaut rien, et unqore en bref vendra rien de cele parole mes ceo qe vous tenistes court, sanz quei il ne ust pas este ouste de sa terre; cest le tort et le damage qe vous ly feistes.—*Trew.* En attachement sur prohibicion le travail en ceo qe jeo su purssu acrest les damages a moi; non sic hic: mes il nest pas decise chose daver un bref de Trespas pur une disseisine.—ALD. Unqore naverez pas cel

A.D. 1338. shall not have that challenge &c.—Then the Court took this challenge from *Trewith*, namely that an assise lies in this case, and it is not reasonable that a man should be punished for one thing once by a writ of Trespass and again by an assise. On which challenge they were adjourned.—*Trewith* took the challenge to the writ; but HILLARY said that it was to the action by this writ &c. Then the matter was enrolled, and the defendant was called and he made default; wherefore the Court, because he withdrew in contempt of the Court, awarded a writ to the bailiffs of the manor that they should make amends and cause to be restored to the plaintiff his land from which he was ousted: and the writ stated the particulars of the case. And after this a writ of Attachment issued, as I think, and the plaintiff was still adjourned to hear his judgment on the original writ of Trespass; for the Court was not advised whether the writ could warrant the judgment on the trespass. And because the record of some of the Justices was that the clerk was commanded to adjourn the parties, and that was on a Saturday, and the clerk did not fully make up the record until the Monday, and on the Monday he called the defendant in order to give him his day, who was ready to have had his day on the Saturday, the Justices were not prepared thus to condemn a man, and they discharged him from the damages; for there is no mesne time in law between the order of adjournment by the Justices and the day given by the clerk: wherefore a day was given to the plaintiff and no day to the defendant. And note the entry made on the Roll was “because he withdrew in contempt of the Court.”

Scire  
facias.

§ Note. When a Scire facias is sued against tenants out of a recognizance for a debt, the Elegit will be granted only for a moiety of the lands which belonged to the recognizor and not for the chattels.

Dower.

§ In a writ of Dower a franchise was allowed; and after a resummons was sued out, the tenant the bailiff

challenge &c. Puis Court prist cel challenge de *Trew*. A.D. 1338. qe assise igist en ceo cas, et il nest mye reson qe un homme soit puny pur une chose une foithe par bref de Trespas et autre foithe par assise. Sur quel challenge il furent ajournes.—*Trew*. prist le challenge al bref: sed HILLARY dit qil fut al accion par cesti bref &c. Puis la chose fut enroule et le defendant fut demande, et fit defaute; par quei la Court, quia recessit in contemptu Curiae, agarda bref a les baillifs du maner “quod emendari et restaurari facerent” al pleintif sa terre de quel il fut ouste: et le bref voleit tut le gros del cas; et post hoc breve attachiamenti ut credo; et le pleintif est unqore ajourne doier son jugement sur le bref original de Trespas, qar Court nest pas avise si le bref puisse garrantir le jugement sur trespas. Pur ceo qe le record des ascuns des Justices qe comande fut a clerz dajourner les parties et ceo fut par un Samadi, et le clerc nentra mye pleinement le record avant le Lundi, et le Lundi il demanda le defendant daver done son jour qe fut a ly entendant aver eu son jour le Samadi, les Justices ne furent mye avises de si sudire un homme, et deschargerent ly des damages, qar il ny ad mye meen temps en ley entre le comandement des Justices dajourner et le jour done par le clerc; par quei jour fut done al pleintif et nul jour al defendant. Et nota qe entre fut en roule “quia recessit in contemptu Curiae.”

§ Nota quant un “scire facias” est siwi devers terre tenantz hors dune reconisance de dette, le Ele-<sup>Scire facias.</sup>git serra soulement grante de la moite des terres qe furent al conisour et ne mye les chateus.

§ En un brief de dowere une franchise<sup>1</sup> fut grante; Dowere et puis resomons siwi le tenant le baillif et le de-

<sup>1</sup> According to Add. MS. 25184, it was the liberty of St. Leonard.



A.D. 1338. and the demandant came. The demandant had made her demand and prayed her dower. The bailiff prayed the franchise.—*The demandant*. You, in your court, allowed essoin after essoin, and so you failed in doing the right.—*The tenant*. Sir, we tell you that the franchise shall not be granted, nor shall she have dower; for before any resummons came to the bailiff of the franchise the demandant was nonsuited, so this original came to an end.—**THE COURT**. On what day was the nonsuit?—*The tenant*. On such a day.—And then they found that the date of the resummons was three weeks before.—*Stouford*. Although the date be before, yet if the writ did not come in time to the Court, the Court did no wrong.—*Mallom*. As soon as the resummons was made your court lost jurisdiction; wherefore what was done after the date was of no effect.—**BASSET** (ad idem). The franchise was only granted while the parties were bound to do right; wherefore from the time when the Court failed to do the right and the resummons was granted, whatever was done after the failing to do the right is without effect.—**SCOT**. That would be great wonder since the Court has power until the resummons comes to them. And if the tenant had made default before the coming of the resummons, in consequence whereof seisin of the land had been awarded, would it not have been good enough? (intimating the affirmative).—*Asshe*. The bailiff comes, the parties are here in court, and what was holden good before the coming of the resummons is not annulled by the Court; and he prayed the cognisance &c. as above. **ALDEBURGH**. How can you have cognisance when final judgment has been given in your court on the same original? And since the sheriff has served the resummons and we see the parties here in court, we will not suppose that the resummons was not made.—Wherefore *Stouford* demanded the view; and he was ousted from it by a counterplea by statute, because she entered by the husband. Wherefore he traversed the action.

mandant vindrent : le demandant avoit fet sa demande A.D. 1338. et pria son dower. Le baililif pria la franchise.—*Le demandant*. Vous en vostre court allowastes essone apres essone, issint faillastes de droit.—*Tenens*. Sire, nous vous dioms qe franchise ne serra grante ne dower aver; qar einz ceo qe nul resomons vint al baillif de la franchise la demandant fut noun siwi, issint cest original amorti.—*CURIA*. Quel jour fut la nounsute?—*Tenens*. Sire, a tiel jour.—Et donques troverent il qe la date de la resomons fut treis symeignes avant.—*Stouf*. Coment qe la date seit avant, si le bref ne vint mye en temps a la Court, la Court ne fit nul tort.—*Mallom*. A plus tost qe la resomons fut fet vostre court perdi jurisdiction, par quei ceo qe fut fet puis la date fut de nul effect.—*BASSET* (ad idem). La franchise ne fut grante mes tant com les parties seient tenuz a droit; par quei de temps qe Court failli de droit et resomons est grante, quant qest fet apres le failler de droit est sanz effect.—*SCOT*. Ceo serreit un grant merveille quant Court ad poer tanqe resomons lour viegne: et si le tenant ust fet defaute avant la venue de la resomons par quei seisine de terre ust este agarde, ne ust il este assez bon ? quasi diceret sic.—*Asshe*. Le baillif vent, les parties icy en court, et ceo qe pre fut tenu avant la venue de la resomons nest pas defait de Court, et pria qe la reconisance, ut prius.—*ALD*. Coment poez vous aver conisance quant jugement final est rendu en vostre Court sur mesme loriginal? et quant le vicounte ad servi la resomons et nous véoms les parties cy en court nous ne supposeroms mye la resomons nient fet.—Par quei *Stouf*. demanda la veuwe, et fut ouste par countreple par statut quia intravit per virum. Par quei il traversa saccion. Et nota quod

A.D. 1338. And note that it was said positively here that even if the demandant and the tenant had both agreed to plead in the Bench, and the demandant say in what particular the Court had failed in doing the right, the bailiff might take an averment against the demandant that the Court did not fail in doing the right in the point alleged. So note that if the averment should pass for the bailiff he will regain the franchise &c.

Quare  
impedit.

§ The King brought his Quare Impedit against the Bishop of Dublin, Dean of the church of St. Michael of Pentriche, "that he permit us to present &c. to the prebend of Dustone in the same church." — *Trewith*. He made default at the great Distress; we pray a writ to the sheriff for the King to put his clerk in seisin.—SCHARSHULLE. Since your suit is by a Quare Impedit you must have the same judgment and execution as pertain to such a writ.—The COURT said the same.—*Trewith*. The King appoints the prebendaries and they shall be installed; and yet he may bring the Quare Impedit without presenting. Now this is out of the jurisdiction of the Bishop, therefore we shall not have a writ to him. — HILLARY. We are not apprised of what you say &c.—And then *Trewith*. We pray judgment for the King, and afterwards you will award execution as you shall think fit.—And the opinion of the Court was that a Quare Impedit does not lie in such a case: and in a like case, namely of the Chapel of St. Katherine in London it was adjudged by the Council that the King should not have a Quare Impedit, but should give it by his charter and should command the sheriff or some one else to deliver seisin, and that the other should sue to the King by petition if he had reason to do so &c.

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dicebatur ascertive hic qe mesqe le demandant et le A.D. 1338.  
tenant seient dassent de pleder en Banc, et le demandant die en quei court failli de droit, le baillif prendra averement countre le demandant qe la Court ne failli pas de dreit en le point qest allegge. Sic nota qe si laverement passe pur le baillif il reavera la franchise &c.

§ Le Roi porta son "quare impedit" vers levesqe <sup>Quare</sup>  
de Dyvelyn, Dean del eglise de Seint Michel de Pen- <sup>impedit.</sup>  
triche "quod permittat nos presentare &c. ad preben-  
" dam de Dustone in eadem ecclesia." — *Trew.* Il fit  
defaute a la grant destresse; nous prioms bref al  
vicounte pur le Roi a mettre son clerc en seisine.—  
SHAR. Puis qe vostre sute est par un "quare impedit"  
il covent aver tiel jugement et tiel. execucion com  
append a tiel bref. Idem dixit CURIA.—*Trew.* Le Roi  
donne les provendres et eux serront installes, et un-  
gore porta il le "quare impedit" et sanz presenter :  
ore est cest hors de jurisdiction devesqe, par quei nous  
naveroms pas bref a ly.—HILLARY. De vostre dit ne  
sumes pas apris &c. — Et puis *Trew.* Nous prioms  
jugement pur le Roi, et apres vous agarderez execucion  
solonc vostre avisement. — Et opinio Curie fut qe  
"quare impedit" ne gist pas en tiel cas; et en tiel  
cas, saver de la Chapele de Seint Katerine Londone  
fut jugge par le conseil qe le Roi ne dust pas aver  
"quare impedit" mes durreit par sa chartre et coman-  
dera a vicounte ou a un autre de liverir seisine, et  
autre seute vers le Roi par peticion si reson ust &c.



**TRINITY TERM**  
**IN**  
**THE TWELFTH YEAR OF THE REIGN OF**  
**KING EDWARD THE THIRD**  
**FROM THE CONQUEST.**

# TRINITY TERM IN THE TWELFTH YEAR OF THE REIGN OF KING EDWARD THE THIRD FROM THE CONQUEST.

A.D. 1338. § Alice who was the wife of R. de S. brought an assise of Novel Disseisin against M. who was the wife of J. de E. and several others, and made the plaint for two parts of the manor of Budwerk.—*Pole* answered for M. as tenant of a third part of two parts, and said that she held that third part in name of dower, by the endowment of John her husband, and by the assignment of the guardian of John's heir, and was ready to be intendant to whomsoever the Court should award, without committing any tort. And as to all the others except one, he said that they had committed no tort; and as to that one he said as tenant that all the rest he entered on after the death of his father as heir, without tort. —Wherefore the Assise was awarded.—And he afterwards said that M.'s husband enfeoffed Alice, who was the wife of R. de S., who brings this assise, after her marriage, to hold for her life, and delivered seisin to her, and then after the death of John she was ousted by the others, and the land was seized into the lord's hands by reason of the nonage of John's heir from whom she demanded dower, and the guardian assigned to her that third part for her dower: and such is the fact; and we pray your advice.—It was inquired if she assented to that ouster: and they said No. It was inquired what were the damages if damages should be awarded for the entirety. They said 20*l.*—*Gayneford* for the plaintiff. It is found by verdict that Alice had an estate by the deed of John, by which deed she had her warranty;

Assise of Novel Disseisin, when the husband leased his right demanded to the plaintiff for the term of his life and died, after &c. the heir &c. and others disseised the tenant, and the heir was under age and the lord seized the wardship and endowed the wife; and this was found, and the plaintiff recovered the two parts and the reversion of the third part, and the damages in proportion to the third

DE TERMINO TRINITATIS ANNO REGNI REGIS  
EDWARDI TERTIO A CONQUESTU DUODECIMO.

§ Alice qe fut la femme R. de S. porta un assise A.D. 1338.  
de novele disseisine vers M. qe fut la femme J. de E. Assise de  
et plusours autres, et fist la plainte de deus parties disseisine  
de le maner de Budwerk.—*Pole* respondi pur M. come baroun  
tenant de la terce partie de deus parties, et dit qe lessa soun  
tient celle terce partie en noun de dower del dowe- dreit de-  
ment Johan son baroun, et del assignement del gar- mande al  
deyn leyr Johan, prest fut destre entendaunt a qi qe pleintif a  
la Court agarda, saunz tort faire. Et quant a touz terme de  
les autres estre un il dit qil navoit fait nul tort: et sa vie et  
quant a luy il dit com tenant qe tut le remenaunt il morust,  
entra apres la mort soun pere com heir saunz tort. apres &c.  
Par quey lassise fut agarde: et apres dit qe le baroun leir &c. et  
M. enfeffa Alice qe fut la femme R. de S. puis les autres dis-  
esposailles qe porta cest assise, a tener a tut sa vie, seisirent  
et luy livra la seisine, et puis apres la mort Johan le tenant,  
il fut ouste par les autres et la terre seisi en la mayn et le heir  
le seignur par rescoun del noun age le heir Johan de fuit denz  
quei demande dower, et le gardeyn luy assigna celle age, et le  
terce partie de par soun dower: et tiel est le fait, et seignur  
prioms vostre discresciouns. Enquis fuit si ceo fut sesi la  
assentaunt a cel ouster: qe disoient qe noun. Enquis garde et  
fut a queux damages si damages soient agardes del dowa la  
entier. Il disoient qe de xx. livres.—*Gaigne*. pur le femme;  
pleintif. Il est trove par verdit qe Alice avoit estat et ceo cy  
par fait Johan, par quel fait ele avoit sa garrantie; trove et  
le pleintif recoverist  
les deux parties et  
la rever- sion de la  
terce par- tie et les  
damages cum  
amountent a la terce  
partie  
furent  
recopes,



A.D. 1338. and although it be found that she (M.) had a right to have dower, the law will rather put her to her action by writ of Dower, in which case our warranty for the entirety may be saved, than suffer the woman to recover now and thus lose our warranty; wherefore we demand judgment on the verdict, and our damages.—SCHARSHULLE. It is found that the woman committed no tort, and inasmuch as she demanded her dower, she only did right, and it (the Assise) has found that she had a right to have dower; wherefore the Court adjudges that you recover seisin of two parts of the manor except the third part, and your damages, which are taxed by the inquest, at 20 marks, and the third part we recoup for the third part, and that you be in mercy as to M. for your false plaint.—And as to E. who was named in the writ as a disseisor, he alleged by bailiff that the manors extended into other villis which were not named, and that if it should be found &c. he had committed no tort &c.

Assise  
of Novel  
Disseisin.  
Note that  
tenements  
were given  
to a man  
and his wife  
in tail who  
had issue  
and then  
a divorce  
was had  
and the  
husband  
kept in  
possession  
of the  
entirety  
and the  
plaintiffs  
entered as  
sisters  
cousins  
and heirs  
and the  
issue in  
tail entered  
and kept

§ Two persons brought an assise against one Roger son of John Scot, and made their plaint for certain tenements.—*Gayneford*. You have here Roger who answers you as tenant, and tells you that one Geoffrey de E. was seised of the same tenements and gave them to J. Scot and to Agnes his wife and the heirs of their two bodies; by virtue of which grant they were seised, and of whom Roger is issue in tail: and we tell you that after the death of John and Agnes, Roger entered as issue in tail, in whose seisin William, cousin and heir of Geoffrey the donor, by this deed which is here released and quit-claimed all his right &c.; so he is seised without committing any tort.—The Assise was taken who said that John Scot was seised of the same tenements in his demesne as of fee, and was desirous to take the daughter of Geoffrey de E. to wife, and Geoffrey would not assent unless his daughter was joined with him as grantee of those tenements; wherefore John enfeoffed Geoffrey of those tenements, to hold to him



A.D. 1388. and his heirs, and he being peaceably seised by the fe-  
 possession to whom offment gave the same tenements to John and to Agnes  
 while in his wife and the heirs of their two bodies begotten, by  
 possession his wife and the heirs of their two bodies begotten, by  
 he in virtue of which gift they were seised, and they had  
 reversion issue this Roger; and afterwards at the suit of Agnes a  
 released. divorce was had between them by reason of a pre-con-  
 And this was found, tract, after which divorce John kept in possession with-  
 and the plaintiff out this that Agnes made or took any profit with him,  
 took nothing by and he continued that estate all his life, and died seised,  
 his writ. after whose death the two who bring the assise entered  
 as cousins and heir of John and were seised for half a  
 day until Roger came claiming to be heir in tail and  
 ousted them, and continued that estate until the heir of  
 Geoffrey in his lifetime released by the deed put forward,  
 and that is the fact and we pray your advice.—It was  
 inquired by the Court if Agnes was alive when the  
 release was made. The Assise said that she was not,  
 but that she had died full nine years before. And they  
 inquired moreover what were the damages, if a disseisin  
 should be adjudged: and they said to the damage of  
 100*s*.—BASSET with the assent of his companions re-  
 hearsed the verdict, how it was found that the plaintiffs  
 had a possession which was not continued for half a day,  
 which in law could not be called a freehold; and  
 although it be found that Roger had not right at the  
 time when he entered, it is found that he who had the  
 right released in his seisin &c., after which release no  
 one had a freehold or right but Roger, and it seems to  
 us that it would be contrary to law to give to him who  
 is found to have had no freehold nor right; wherefore  
 this Court adjudges that they shall take nothing by their  
 writ &c.

Recordari. § A Recordari came to the sheriff of E. to record a plea  
 which was in a liberty, where the sheriff returned that  
 he was there to record the plea and the suitors would  
 not record, but he returned that they had given a day to  
 the parties by virtue of the writ. And the return was

mesme les tenements G. a luy et a ses heirs, [et G.] peisiblement seisi par le feffement dona mesme les tenementz a Johan et a Agnes sa femme et a les heirs de lour deux corps engendrez, par vertu de quel doun ils furent seisis, et avoyent issu mesme cestuy Roger; et puis a la sute Angnes la divors se prist entre eux par precontract, apres quel divors Johan se tient einz saunz ceo qe Angnes nul profist ne fist ne prist ove luy, et cel estat continua tut sa vie, et morust seisi, apres qy mort les deux qe portent lassise entrerent com cosyn et heir Johan en la vie Agnes et seisi furent par un demy jour taunqe Roger vient en clamaunt estre heir en la taille les ousta<sup>1</sup> et cel estat continua taunqe le heir G. en sa vie relese par le fait mys avaunt, et cel est le fait et prioms vous discrecions. Enquis fuit par la Court si Angnes au temps qe le reles se fit fut en vie. Lassise dit qe noun, mes qe ele fut mort bien ix. aunz devaunt. Et enquis-terunt outre queux damages si disscisine soit agarde: qe dissoient a damage de c. souz.—BASSET par assent de ses compaignouns rehercea le verdit, coment est trove qe le pleintif avoit nul possessioun ne fut pas continue par un demi jour, quel en ley ne put estre dit fraunktenement, et coment qe soit trove qe Roger navoit pas dreit<sup>2</sup> au temps quant il entra, il est trove qe celuy qe dreit en avoit relese en sa seisine &c., et apres quel reles nul avoit fraunktenement forqe R. ne dreit, et a doner a cestuy qest trove qe nul fraunktenement ne dreit en avoit, il semble a nous qil seroit encountre ley; par quei agarde ceste Court qils ne prendront rien par lour bref &c.

A.D. 1338.  
la taille  
entra et  
se tynt  
enz en qi  
possession  
cely en  
reversion  
relessa.  
Et ceo cy  
trove et  
le pleintif  
ne prist rien  
par soun  
bref.

§ Un Recordare vient au vicomte de E. de recorder Recordare. une paroule qe fut en fraunchise, ou le vicomte retourna qil fut la de recorder la paroule et les suters ne vodreyent recorder, mes il retourna qils avoient done jour a les parties par vertu de bref: et le retourn fut

<sup>1</sup> MS. lest outre.

| <sup>2</sup> MS. dit.

A.D. 1338. adjudged good, and the writ served according to its nature. And the plaintiff was called and did not come: wherefore it was adjudged that he and his pledges should be in mercy and Adieu to the others &c. And the Justices said to the party, If the plaintiff notwithstanding that judgment prosecute the plea in the liberty you shall have a writ to the bailiffs commanding them to surcease &c.

Note.  
Writ of  
Right,  
where the  
judgment  
was final  
against the  
husband  
and his  
wife and  
the heirs  
of the wife.

§ Note. In a writ of Right brought by a husband and his wife against a man and his wife, so that they (the demandants) count in right of the wife, and the other join the mise in right of his wife, and then they make default or be nonsuited, the judgment will be against the husband and the wife and the heirs of the wife, as appears in this term.

Crown.

§ A man was indicted for that he had feloniously stolen 40 herrings of the value of 5*d.* And because the taking was not to the amount which by law induces felony, he departed quit; *per* SCHARSHULLE.

Crown.

§ A man was indicted for that he had killed another "se defendendo"; and he was arraigned for that he had killed him without saying anything about "se defendendo," because they of the Inquest stated it without warrant.

Crown.

§ Another was indicted for resetting a man; when the bailiff of the liberty of Pontefract testified that he for resetting whom he was indicted was hung at the suit of a woman before him in the liberty, because the Queen has Infangthef. And the Justices said that they could not adjudge this nor take it for a record until it was adjudged in Eyre; and therefore they let him who was indicted go out on mainprise until the Eyre.

Crown.

§ A chaplain was indicted; when it was said by the Coroner that he was outlawed, but he said that the outlawry was returned into the King's Bench. Wherefore it was said by the Justices that they could not record

## XII. ED

ajuge bone, et le bref serv  
fut demande et ne vient  
luy et ses plegges furent  
&c. Et dit fut a la par  
pleintif non obstante cel  
le fraunchise, vous avere  
seier &c.

§ Nota. En un bref de  
une femme vers un baron  
counterent en le droit la l  
en la droit sa femme et  
nonsiwes, le jugement se  
femme et les heirs la fem

§ Un homme fut endite  
xl. harrynges pris de v. d.  
namounte a la soume qes  
quite par SCHAR.

§ Un homme fuit endit  
defendant; et il fut areig  
rien parler soy defendant,  
dissoient ceo saunz garrar

§ Un autre fut endite  
baillif de la fraunchise de  
de qi resceit il fut endit  
femme devaunt luy en  
Reygne ad Infangtif; et  
purreit 'mye ajugger ne p  
ajugge en Eyer; et pur  
endite par maynprise tau

§ Un Chapeleyn fut en  
ner qil fut utlage, mes il  
en baunk le Roy: par q

A.D. 1338. the outlawry, and they ordered the body of the chaplain back to prison until they should be apprised of the outlawry &c.

Scire facias out of a fine by render. The tenant was a stranger and said that he who purported to render neither at the time nor before nor after &c., for the reason that one W. was tenant &c.; to which the other said that then W. had nothing; and the other said that that would not be an issue without adding that he who rendered was tenant. And notwithstanding, the issue was received. And note here that he did not show that he had the estate of W.: and the party passed it gratis.

§ John de S. sued a Scire Facias against Henry Nasard out of a fine which was levied between one John de S. and one Robert de L.,—where Robert acknowledged the right to the tenements comprised in the writ to be the right of John de S. &c.; for which acknowledgment John granted and rendered the same tenements to the said Robert and one Agnes his wife, to hold for their lives, and after their deaths the tenements to revert to the said John de S. and his heirs for ever,—if they could say anything why he ought not to have execution after the deaths of Robert and Agnes &c.—*Kelshulle*. Whereas he supposes by the fine that John was seised and rendered, we tell you that before the fine and after the fine and at the time of levying of the fine John had nothing, but one William de T. was seised; and we demand judgment if he ought to have execution of such a fine or render by him who had nothing.—*Trewith*. A plea which is given to some for avoiding fines is not maintainable either by common law or by statute except by those who are heirs or assigns of those who they say were seised at the time when the fine was levied: now he did not make himself heir or assign of William who he supposes was seised at the time of levying the fine so that such a plea may lie in his mouth.—*Gayneford*. You have supposed us to be tenant, and thereby it is competent for the tenant to say something whereby you shall not have execution; wherefore it does lie in our mouth without saying that we are heir or that we have his estate.—*Trewith* waived his plea of his own accord, and said, Whereas you suppose that William was seised at the time of the fine, and that John had nothing, we make protestation that we do not admit that John had nothing, and we tell you that William had nothing at the time when the fine was levied ready &c.—*Gayneford*. You shall not be received to such

qils ne pount pas recorder la utlarie, et comanderunt A.D. 1338. le corps arere a la prisone taunqe ils furent apries del utlarie &c.

§ Johan de S. swyt un "scire facias" vers Henri Scire  
Nasard hors dun fyn qe fut leve par entre un Johan facias hors  
de S. et un Robert de L., ou Robert conust le dreit sur rendre.  
des tenementz contenuz en le bref estre le dreit Johan Le tenant  
de S. &c.; pur quel conissaunce Johan granta et rendi fut es-  
mesme les tenementz a mesme cesty Robert et une trange et  
Angnes sa femme, a tener a tote lour vies, et apres dit qe cele  
lour deces mesme les tenementz revertereint a l'avaunt- qe dust  
dit Johan de S. et a ses heirs a touz jours; sils sa- &c. avant  
voient rien dire pur quey il ne dust execucion aver &c. ne puis  
apres la mort Robert et Angnes &c.—*Kels.* La ou il &c. ratione  
suppose par la fin qe Johan fut seisi et rendist, nous qe un W.  
vous dioms qe devaunt la fyn et puis la fyn et en laltre dit  
temps de la fyn leve Johan navoit rien einz un William dit qe ceo  
de T. fut seisi, et demandoms jugement si par tiel fyn ne serra  
temoignaunt avaunt ou rendre de cesti qe rien navoit issue sans  
deive il execucion aver.—*Trewe.* Plee est done pur joindre a  
asquns de voider fins nest pas meyntenu par comune ceo qe  
ley ne par estatut si noun par ceux qe sount heirs rendi fut  
oue assignez de ceux queux ils diount estre seisis al tenant.  
temps de la fyn leve: ore ne se fist il pas heir ne Et hoc  
assigne a William qil suppose estre seisi al temps lissue fut  
de la fyn, par quey tiel plee en sa bouche gise. — resceu.  
*Gaign.* Vous nous avetz suppose tenant, en taunt Et nota  
poet a la tenaunce a dire chose pur quey vous naverez hic qil ne  
execucion; par quey si gist il en nostre bouche saunz monstra  
dire qe nous sumes heir oue qe nous avoms son estat. mie qil  
—*Trew.* weyva son plee de gree et dit qe la ou vous avoit lestat  
supposez qe William fut seisi al temps de la fyn, et W. et la  
Johan navoit rien, nous fesoms protestation qe nous partie le  
ne conusoms pas qe Johan avoit, et nous vous dioms passa de  
qe William navoit rien al temps de la fyn leve, prest gree.  
&c.—*Gaign.* A tiel plee ne serrez vous mye resceu de



A.D. 1338. a plea taking issue on the seisin of William, since that is not alleged except *de bene esse*, and that which is in issue between you and me is the seisin of John which you will not maintain, wherefore we demand judgment &c.—*Trewith*. If you had not alleged the seisin of William at the time when you say that John had nothing, your plea would not have been accepted; then the seisin of William is the cause of the plea, to which we have answered, which thing you will not maintain; wherefore we demand judgment &c.—*Pole*. In a writ of Entry, if you challenge the entry you must say by whom you entered, or otherwise it is no plea, and not on account of the demandant always saying that he will aver the entry by him supposed by the writ; so in this case.—*Trewith*. Even if John whom we suppose to have rendered had nothing, still the fine may be effective; for if Robert who acknowledged was seised at the time when the fine was levied, by his acknowledgment the fee simple vested in John's person, and by John's render the estate of Robert, which was only a freehold, and the estate among them and their blood was affirmed such for ever as was supposed by the fine; then nothing which he alleges, unless it were the possession of the stranger, would oust me from having execution: now to what opposes me I have an answer and I offer an averment which they refuse; wherefore we pray execution.—To this all the Justices agreed.—*Pole*. Then we pray that the Court will hold as not denied that you will not maintain the estate of John who rendered.—SCHARSHULLE. They can not be so lightly avoided as those are wont to be, for fines are affirmed between privies because they shall never be received to contradict their own deeds, nor a stranger either, if they do not allege seisin in some person who was a stranger &c. at the time when the fine &c.; and consequently the seisin of the stranger which you allege is the force of your plea, and they have offered to aver that he had nothing. Will you accept the aver-

## XII. EDWARD III

prendre issue sur la seisine Willi  
nest allege si noun de bien esse,  
issu par entre vous et moy est la  
ne volez<sup>1</sup> meytener, par quei nou  
ment &c.—*Trew.* Si vous nussez al  
liam a temps qe vous dites qe  
vostre plee nust pas este accepte; *William*  
cause de plee a quei no  
quel chose ne volez<sup>1</sup> mayntener:  
mandoms jugement &c.—*Pole.* En  
vous challengez lentre vous dirrez  
ou autrement il nest plee, et no  
demandant dit tut vers averer le  
est suppose par le bref; auxi p  
Mesqe Johan qe nous supposoms q  
unqore put la fyn estre especial,  
conust fut seisi al temps qe la  
conissance la fee simple vesti en  
par le rendre Johan lestat Robe  
fraunktenement et lestat entre  
afferme tiel a touz jours com fut  
dounques rien qil allegge, sil ne fut  
traunge, ne moy oustereit mye qe j  
ore a ceo qe moy greve jeo ay r  
averement quel ils refusent; par  
execucion. A quey touz les Just  
*Pole.* Dounques prioms nous qe la C  
dedit de quey vous ne voillez m  
Johan qe rendy.—*SCHAR.* Ne poie  
estre voide come ceux soleint, qe  
sount afferme pur ceo qeux ne serr  
a dire le contrarie de ses, nestraux  
leggent seisine en asqun persone q  
al temps de la fyn &c., et par co  
lestraunge qe vouz alleggez est la  
et ils ount tenduz qils navoint rien:

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<sup>1</sup> MS. voleit.

A.D. 1338. ment?—And, being driven by the Court, *Pole* said that he would aver that William was seised &c. without this that John had anything &c. at the time when the fine was levied, ready &c.—*Trewith*. William had nothing, ready &c.—*Pole*. You can not be received to say that William had nothing if you do not aver also that John had something.—*SCHARSHULLE*. That would be to take an averment on two affirmatives and two negatives, and that can not be allowed by law; for it is an affirmative on your part that William was seised and a negative that John had nothing; then if he were driven to aver the negative of your affirmative, and together with that to aver John's seisin, it would be necessary for the Court to inquire on both points, which issue the Court neither ought to nor can accept: and therefore enter the averment that William had nothing; for we hold the fine which is of record to be both good and effective if it be found that William had nothing.—And so to the country &c.

Writ of  
Cham-  
perty,  
where the  
King made  
a declara-  
tion, and  
the other  
wished to  
drive him  
to count,  
and could  
not &c.,  
and then  
he chal-  
lenged the  
writ be-  
cause he  
had taken  
his suit  
when an-  
other had  
not com-  
menced  
a suit.

§ The King sued a writ of Champerty against several persons: and the writ came out of the Chancery to the Justices of the Common Bench, and recited that whereas it is forbidden by Statute<sup>1</sup> that any one should undertake to maintain parties or quarrels about anything in the King's court or elsewhere in consideration of having a part of the subject of dispute, yet John de E. and the other two persons undertook to maintain a plea in the King's court between such an one demandant and several tenants for a certain quantity of and in consideration of having a part of it; as we are given to understand by the demandant; tortiously and to the disherison of him, and contrary to the King's forbidding and the provision &c., wherefore we are bound to direct that you hear the complaint and do right and justice according to law and the customs of the realm.—And out of the writ issued a writ to cause the said John and the others to come and answer the King why they had done such a thing con-

<sup>1</sup> 3 Edw. I. c. 25.

— Et par chace de la Court *Pole* dit qil voleit averer A.D. 1338. qe William fuit seisi &c. saunz ceo qe Johan navoit rien &c. al temps de la fyn leve, prest &c.—*Trew.* William navoit rien, prest.—*Pole.* Ceo ne put estre resceu entre nous a dire qe William navoit rien si vous naverez ovesqe qe Johan navoit.—*SCHAR.* Ceo serroit de prendre un averement sur deux affirmatifs et deux negatifs, et ceo ne puet estre suffert par ley; qare cest un affirmatif de vostre part qe William fut seisi, et un negatif qe Johan navoit rien; dounques sil fut chace de averer la negatif de vostre affirmatif et ovesqe ceo daverer la seisine Johan, la covendreit la Court denquere sur lun point et sur lautre, quel issu la Court ne doit ne ne put accepter; et pur ceo entret laverement qe William navoit rien; qare nous tenoms la fyn de record et bon et effectuelle sil soit trove qe William navoit rien.—Et sic ad patriam &c.

§ Le Roy swyt un bref de Champertie devers plusieurs; et le bref vient hors de la Chauncellerie a les Justices de comune baunk et reccitta qe come il est defendu par statut qe nully ne preigne de meyntener parties ne querels de nulle chose en la court le Rey ne aillours pur part aver de cel, la ount Johan de E. et autres deuz empris a meyntener un plee en la Court le Roy entre un tiel demandant et plusieurs tenauntz dun certain quantite de terre pur partie aver de celle, sicom nous est fait entendre par le demandaunt, atort et a desheritaunce de luy et countre la defens le Roy et la purveaunce &c., par quey vous nous devons mander qe vous oiez la querele et faites dreit et resoun solom la ley et les custames de Roialme. Et hors de bref issit bref de faire venir lavaundit Johan et les autres a respondre au Roy pur quey ils ount

Bref de champert ou le Roy fit un demonstrance et laltre le voleit aver chasse de counter, et non potuit &c.; et pus il chalengea le bref pur ceo qil avoit sa sute p la ou altre ne navoit comense sute.

A.D. 1338. trary to the King's prohibition.—*Trewith* made a declaration in lieu of a count, for the King, that whereas the demandant demands by a writ of Formedon certain tenements against the said tenants before Sir John de Stonore and his companions, the said John and the others &c. at a certain day and place undertook to maintain the said plea in consideration of having three parts of the said tenements, and we pray that they may answer the King.—*Pole*. You see clearly how this is an original writ, wherefore we pray that he may count against us.—*SCHARSHULLE*. In this writ it is sufficient to make a declaration for the King without counting; for even if he were to count you would not have his count in form, and you can just as well take issue on a thing touching the matter by his declaration as if he had counted.—*Pole*. You see clearly how this writ has issued at the suit of the King, where we do not think that the King ought to be received to this writ unless he were apprised by suit of the party or by an inquest.—*Trewith*. You see clearly how the King has taken his suit on a thing done contrary to the Statute and his prohibition, and to him naturally the suit is given, to which they do not answer, and we pray judgment.—*Pole*. It is an article to be inquired of in the Eyre, in which case the King can have his suit by indictment; or otherwise, if the King ought to have his suit, you should have a writ to inquire, and you are not in either case; wherefore we pray judgment as before.—*SCHARSHULLE*. The King will be received to sue in an Attachment on Prohibition without suit by the party or an inquest; so here.—*Pole*. In that case the suit is given by common law, and the King ought to recover damages, and here he ought not. And besides this, the writ which issued out of this court is without warrant, for by this writ no suit shall be commenced unless it is sued at the suit of the party: so this writ issued without warrant.—*BASSET*. Hear this statement; the complaint, that is to say of any one who will take a gift and profit, belongs to the king, of which the

fait tiel chose encountre la defense le Roy. — *Trew.* A.D. 1341  
fit une demoustraunce en lieu de counte pur le Roy,  
qe par la ou le demandant demande par une bref de  
forme de doun certeinz tenementz devers les avanditz  
tenantz devant Sire Johan de Stonore et ses companions,  
la ount les avantditz Johan et autres &c. jour et lieu  
empris de mayntener la dit plee pur les treis parties  
des tenementz avantditz aver, et prioms qil respoignent  
au Roy. — *Pole.* Vous veez bien coment cest un bref  
original, par quei nous prioms qil counte devers nous.  
— *SCHAR.* En ceo bref il suppose de faire un demou-  
straunce pur le Roy saunz counte; qare mesqil countast  
vous naveret pas soun counte en forme, et vous poez  
auxi bien prendre issue de chose touchant la matere  
par sa demoustraunce com sil ust counte. — *Pole.* Vous  
veez bien coment ceo bref est issu a la suyte le Roy,  
oue nous nentendoms pas qe le Roy sil ne fut apris par  
suyte de party oue par enqueste qil deit estre resceu  
a cesty bref. — *Trew.* Vouz veez bien coment le Roy  
ad pris sa suyte de chose fait encountre lestatut et son  
defens, a qi naturellement la suyte est done, a quei ils  
ne responent pas; et demandoms jugement. — *Pole.*  
Cest un article denquere en Eyr, en quel cas le Roy  
puet aver sa suyte par enditement, ou autrement il  
covent si le Roy doit aver sa suyte qe vouz ussez bref  
denquere, et vouz nestez en lun cas nen lautre; par  
quey jugement ut prius. — *SCHARS.* Le Roy serra resceu  
de swir en un attachement sur proibicion tut saunz  
suyte de party oue denqueste: ita hic. — *Pole.* La est  
la suyte done par comune ley, et le Roy doit recoverer  
damages, et icy deit il mye. Et ovesque ceo le bref  
gest issu hors de ceinz est saunz garrant, qe par cest  
bref nul suyte ne serra fet a commencement si noun a  
la suyte de partye ne swyut pas; issint cest bref issit  
saunz garrant. — *BASSER.* Cest paroule oict la querele,  
cest a entendre de chesqun qe voet doun aver et prise,  
au Roy, de quey le Roy poet prendre sa suyte, et issint

A.D. 1338. King may take his suit ; and so by information from the other writ this writ issued at the suit of the King and by warrant.

Note.

Note that in a plea of Debt, after the Jury was awarded by the default of the defendant he could not be received to put forward an acquittance made after the award, because he had not a day in court.

Scire facias where the tenant asked the attorney of the demandant if he had a warrant &c., to which the plaintiff had no need to answer because the tenant had not &c. in court; but he showed it to the court, and the warrant did not agree with the writ : so the party was bidden Adieu and that writ was abated ex officio &c.

§ In a Scire Facias for William Carbonelle one answered for the tenant by attorney, and his warrant was challenged, and it was not found, and then he put forward a Protection for the tenant which was only to last until the Octaves of St. Martin, and their day in the Bench was only until the morrow of St. John ; wherefore the Protection was not allowed ; wherefore his default was recorded but execution was not yet adjudged. On the morrow one came and put forward a new Protection dated three days before the feast of St. John and to last until Christmas.—*Trewith*. The party has not a day in court, for his default was recorded, wherefore nothing remains to be done but to award execution, and a party can not avail himself of a Protection if he have not a day in court ; wherefore we pray execution.—*Stouford*. You answer by attorney, wherefore, he who sues the writ, where was he made attorney ?—*Trewith*. To your questioning we have no need to answer, for you have not a day in court, but to the Court we will willingly disclose it.— And he said in what term he was received as attorney. They searched the Roll and found that his warrant varied from the writ, for whereas the writ said, “on behalf of William Carbonelle and Margaret his wife cousin and heir of William de Boville” his warrant was only for William Carbonelle and his wife, leaving out “cousin and heir” : wherefore he was told by the Court to sue another writ if he chose, and the other was bidden Adieu.

Formedon, of a gift made to

§ John de T. brought a writ of Formedon in the descender against Robert de L. and demanded certain

par apries del autre bref cest bref est issu a la suyte A.D. 1338. le Roy et par garrant.

§ Nota qen plee de Dette apres ceo qe la Jure fut Nota. agarde par defaute le defendant il ne put mye estre resceu de mettre avaunt aquitaunce fait puis lagarde, pur ceo qil navoit pas jour en court.

§ Un Scire facias pur William Carbonelle. Un res- Un scire facias ou le tenant de-  
pondi pur le tenant par attorne, et soun garrant manda dil  
challenge, et ne fut pas trove, et puis mist avaunt pro- attourne le  
teccion par le tenant qe ne fut a durer mes taunqe a demandant  
la octave de Seint Martin, et lour jour en baunk ne sil avoit  
fut pas taunt qe a lendemayn de Seint Johan, par garant &c.,  
quey la proteccion ne fut pas alowe, par quei sa de- a quel le  
faute fut recorde mes execucion unquore nient ajuge. pleintif na-  
A lendemayn un vient et mist avaunt un nouvelle pro- voit mester  
teccion portaunt date devaunt la feste Seint Johan a respon-  
treis jours a durer taunqe a Nowel.—*Trewe.* La partye dre, il avoit  
nad mye jour en court, gare sa defaute fuit recorde, pas &c. en  
par quey rien rement a faire fors qe dagarder execu- court sed  
cion, et parti ne put estre par proteccion sil nust jour a la court  
en court; par quey nous prioms execucion.—*Stouf.* Vous il moustra  
respondez par attorne; par quey celui qe swyt le bref one et le garant  
fait attourne.—*Trewe.* A vostre apposaille nous navoms ne fut pas  
mester a respondre gare vous navez pas jour en court, acordant  
mes a la court nous moustroms volunters. Et dit en a bref; ideo  
quel terme resceu attourne. Ils quisterent Roulle et la partie  
troverent son garrant variant al bref, gare la ou le bref ala a deu  
voleit "ex parte Willelmi Carbonelle et Margaretæ et cel bref  
"uxoris ejus consanguineæ et heredis Willelmi de abatu de  
"Boville," et son garrant ne fuit si noun pur William offiz &c.  
Carbonelle [et] uxoris ejus entrelessant cosyn &c. et de  
heir: par quey dit fuit par la court qil swit autre bref de  
sil voleit, et lautre a deux.

§ Johan de T. porta son bref de forme de doun en Forme de  
le descendere vers Robert de L. et demanda certainz doun fet a  
soun pere



A.D. 1338. tenements of a gift made to his father and mother.—  
 his father and mother, and the father alienated and died, and the wife brought her writ and took from the same gift which the other traversed, namely that he was never that he could make the gift and it was so found. In this writ the same thing was pleaded in bar, and he had no other answer but Not parcel of what was given : and the issue was received. By this, note. Formedon.

*Gayneford* alleged how formerly his mother after the death of his father brought her "cui in vita" against us and made to herself a title by the same gift on which he now takes his action, by words of leasing, where we said that whereas she made a title to herself from a lease by such an one made to her and her husband and the heirs of their two bodies, he (the lessor) was never so seised that he could make a lease : to which she said that he was seised and leased ; and thereupon an inquest was joined and taken between us, where it was found that he was not ever seised so that he could make a lease ; wherefore it was adjudged that she should take nothing by her writ ; and we demand judgment if he ought to have an action against us on any gift made by him who had nothing according to the finding of the inquest to which your mother whose heir you are was party.—*Rokel*. You see clearly how she whom he supposes to have been party to the inquest was party to the gift, whose deed in law ought not to be prejudicial to the issue in tail ; wherefore we do not think that we have need to reply to anything which they have said.—*SCHARDEBURGH*. Anything which can be said to be the act of the tenant in tail ought not to be prejudicial to the heir ; but he here alleges that the same form was tried in such a way, to which it is fit that you should answer.—*Rokel*. We tell you that these tenements which are demanded are different from those which were demanded by the "Cui in vita" &c.—And the other side said the contrary.

§ A tenant answered in a writ of Formedon in the descender that he to whom the gift was made did before the Statute<sup>1</sup> by this deed which is here enfeof such an one our ancestor, whose heir we are, of the same tenements which are demanded, and bound himself and his heirs to warranty, and we demand judgment if in opposition to the deed of your ancestor you ought to have an action.—*Assche*. You see clearly how he pleads

<sup>1</sup> De donis, 13 Edw. I. st. 1.

## XII. EDWARD III.

tenementz de un doun fait a soun pire et a sa m  
—*Gaign.* aleggea coment autre feithe sa mere a  
la mort son pere porta son "cui in vita" vers n  
mesme et se fist tite de mesme le doun de quei  
prent ore accion par paroule de les, ou nous dis  
que la ou il<sup>1</sup> se fist tite du lees un tiele fait a luy  
a son baroun et a les heirs de leur deux corps issa  
il<sup>1</sup> ne fut unques seisi issint qil put lesse faire; a c  
ele dit qil<sup>2</sup> fut seisi et lessa; et sur ceo enquest  
joint et pris entre nous, oue trove fut qil<sup>2</sup> ne fut ur  
seisi issi qil<sup>2</sup> put lesse faire; par quei agarde fut  
ne prist rien par soun bref; et demandoms jugem  
si devers nous deive accion aver de nulle doun  
par celuy qe rien navoit solom ceo qe fut trove  
enqueste, a quel vostre miere qy heir vous estes  
party.—*Rokelle.* Vous veez bien coment cest qe sup  
qe fut party al enqueste fut party al doun, qi fait  
ley ne doit estre prejudiciale al issue en la tai  
par quei nentendoms pas qe a riens qils ount  
eioms mester a respondre.—*SCHARD.* Chose qi  
estre dit le fait cesty en la taille ne deit pas e  
prejudiciale al heir; mes il allegge icy qe mesme  
forme trie en tiel manere, a quei il covent qe v  
responez.—*Rokelle.* Nous vous dioms qe ceux t  
mentz qe sount en demande sount autres tenem  
qe ceux qe furent en demande par le "cui in vi  
&c.—Et alii le contra.

§ Un tenant respondi en un bref de forme de d  
en le descendere qe cestuy a qy le doun fut fait av  
statut par ceo fait qe cy est enfeffa un tiel no  
auncestre, qi heir nous sumes, de mesme les tenem  
qe sount en demande, et obliga luy et ses heirs  
garrantie, et demandoms jugement si encountre le  
vostre auncestre devez accion aver.—*Assche.* Vous

<sup>1</sup> Add. MS. 25184, ele.  
Q 960.

<sup>2</sup> Add. MS. 25184, qele.  
M M

A.D. 1338. in bar by the deed of him to whom the gift was made, and does not lay it on us that we have anything by descent; wherefore we demand judgment. — SCHARDEBURGH. Then do you admit the deed? — *Assche*. Yes, sir. — SCHARDEBURGH ordered it to be entered that they were alienated before the statute, without any mention of the deed, and adjudged that he should take nothing by his writ.

§ A writ was brought against a husband and his wife; they made default after appearance, wherefore the petit Cape issued returnable at a certain day, at which day the husband came and the wife caused herself to be essoined as being in the King's service, and he had a day by the essoin, at which day the wife came, and the husband caused himself to be essoined as being in the King's service: the woman was asked by the party if she had his warrant for his essoin. — SCHARDEBURGH. She cannot and ought not to show warrant in the absence of her husband, nor plead any plea unless in defence of her husband, and therefore we give a day by the essoin &c.

Assise of  
Mortdan-  
cester.

§ One T. brought an assise of Mortdancester against William Freboys and Alice his wife; process was continued so that the assise was awarded by their default, and was put off from being taken by default of Jurors, and a day was given to make those of the assise come at the Octaves of St. John; at which day the wife came and prayed to be received to defend her right. — SCHARDEBURGH. There is nothing to be lost by the default of the husband, for the assise will be taken by way of assise, so that the action will be tried, and what was adjudged for the default of the husband is adjudged, insomuch as the award on this default is made in respect of which you ought to have come before the award; but I cannot see by what law you can be received after the award. — *Pole*. One has seen that a wife has been received after verdict: a multo fortiori in this case: and we think

bien coment il plede en barre par le fait cestuy a qy A.D. 1338. le doun fuit fait, et nattache pas sur nous qe nous avoms rien par descent; par quei nous demandoms jugement.—SCHARD. Dounques conissez vous le fait?—*Assche.* Sire, oyl.—SCHARD. comanda dentrere aliene devaunt estatut saunz rien parler de fait, et agarda qil ne prist rien par son bref.

§ Bref fut porte vers le baroun et la femme: ils firent defaute apres apparaunce, par quei le petite Cape issit retournable a certain jour, a quel jour le baroun vient et la femme se fist essoigner de service le Roy et avoit jour par lessone, a quel jour la femme vient et le baronn se fist essoner de service le Roy: la femme fuit appose de la parti sil avoit son garrant de son essone.—SCHARD. Ele ne put ne deit moustrer garrant en absence soun baroun, ne nulle plee pleder sil ne fut en defens soun baroun, et pur ceo donoms jour par lessone &c.

§ Un T. porta un assise de Mordancestre vers Wil- <sup>Assise de</sup> liam Freboys et Alice sa femme: proscs continue <sup>Mordan-</sup> qe <sup>cestre.</sup> lassise fut agarde par lour defaute, et remist a prendre par defaute de Jurors, et jour done de fair venir ceux de lassise a les octaves de Seint Johan, a quel jour la femme vient et pria destre resceu a defendre son droit.—SCHARD. Il nad rien a perdre par defaute de baroun, qare lassise serra prise en point dassise, issint qe laccion serra trie, et ceo qe fut ajuge pur defaute de baroun est ajuge en taunt qe lagarde sour ceo defaute est fet, a quel vous dussez aver venu avaut lagarde; mes apres lagarde jeo ne puisse pas veier par quel ley vous poiez estre resceu.—*Pole.* Homme ad vewe qe femme ad este resceu apres verdit; a moult plus fort en ceo cas; et nous entendoms qil est

A.D. 1338. that it is sufficiently plain law that the wife shall be received at any time before the assise is taken.—And afterwards she was received, notwithstanding the award, and she vouched to warranty, and the voucher stood.—In another summons in the same original one vouched the tenant to whom he had warranted, and showed cause, because the tenant enfeoffed him in fee simple and took back an estate for life for which estate we have warranted to him, and for such estate as we had before the lease made to him we have vouched him now.—*Gayneford*. Whereas you vouch him for the reason that he enfeoffed you before the lease made to him, we say that he had nothing before the lease made to him by you.—*Pole*. He had, ready &c.—And the other side said the contrary.—So the assise remained inasmuch as the other vouchee had not warranted to the wife, because the assise can not be taken by parcels.

**Exigend.** § The sheriff of Lincoln returned a writ of Exigend after the fifth county court, that the writ was delivered to his predecessor from whom he received that writ amongst other writs by indenture when he was ousted from his office, and that he could not call the party in any county court afterwards, because his predecessor returned that the body was taken and was in prison. And inasmuch as he had admitted the receipt of the writ and had not called the party, he was amerced, for he ought not to have received the writ unless he received the body with it.—*Stouford*. We pray at the four county courts.—It was answered by the Court that he could not have it, because they were apprised that the fifth county court had passed; but there must be an Exigend de novo.—*Stouford*. Then we pray a writ to cause the sheriff to come to answer us why we are delayed by his false return.—SCHARDEBURGH. Which sheriff do you pray may be made to come?—*Stouford*. Both sheriffs.—SCHARDEBURGH. He who is now out of office is an ordinary person and can not show it; wherefore against

assez overt ley qe tut temps devaunt lassise prise la A.D. 1338. femme serra resceu. Et puis ele fut resceu, non obstante lagarde, et ele voucha a garrantie, et le voucher estut. En un autre somons en mesme loriginal un voucha le tenant a qi il avoit garranti et moustra cause pur ceo qe le tenant luy enfeffa en fee simple et reprist estat a terme de vie de quel estat nous luy avoms garranti, et de tiel estat qe nous avoms devaunt le lees fait a luy nous luy avoms vouché ore. —*Gaign.* La ou vous luy vouchez par cause qil vous enfeffa devaunt le lees fait a luy, il navoit unques rien devaunt le lees fait a luy par vous. —*Pole.* Ele navoit, prest. Et alii e contra. Issint lassise demora par taunt qe lautre vouché navoit pas garranti a la femme pur ceo qe lassise ne purra estre pris par parcele.

§ Le vicomte de Nichole retorna un bref d'exigent. Exigent. apres le quinte countee, qe le bref fut livré a son predecessour de qi il rescut ceo bref par entre autre brefs par endenture quant il fut ouste de soun office, et qil ne put pas demander<sup>1</sup> le parti en nulle countee apres pur ceo qe son predecessour retorna qe le corps fut prise et en prisoune; et par taunt qil avoit conu la resceit du bref et navoit mye demande la partie il fut amercie, qare il ne dut pas aver resceu le bref sil nust resceu le corps ovesqe. —*Stouf.* Nous prioms<sup>2</sup> a les iiij. countees. —Fut respondu par la court qil ne put pas aver,<sup>3</sup> pur ceo qils furent apris qe le quinte countee furent passes, einz covent aver un exigent de novo. —*Stouf.* Dounques prioms bref de faire venir le vicomte de respondre a nous pur quey nous sumes delaye pur son faux retourn. —*SCHARD.* Quel vicomte priez vous de faire venir? —*Stouf.* Lun vicomte et lautre. —*SCHARD.* Cesty qest hore hors est homme de poeple et ne put moustrer; par quey devers luy il

<sup>1</sup> MSS. dedire.

<sup>2</sup> Something seems omitted here.

<sup>3</sup> Add. MS. 25184 averer.

A.D. 1336. him you must sue an original writ, but against the other sue you a writ out of this court &c.

Quare  
Impedit for  
the King,  
for a  
special  
cause.

§ The King brought a Quare Impedit against the Bishop of Winchester and the Prior of Freshwater, and counted that tortiously they disturbed him &c. from presenting &c. to the church of F. which is vacant and which is in his gift by reason of the temporalities of the Priory of Freshwater being in his hands; and showed how it belonged to the King to present, by reason that one R., late Prior, predecessor of this Prior, presented a certain person his clerk in time of peace in the time of a certain King; and he said that the church became vacant by the death of him who was presented by the Prior, wherefore the Prior promoted his clerk named R. de E.; and afterwards an ordinance was made by the King and his Council that the temporalities, fees, and advowsons, goods and chattels which belonged to aliens subjects of the King of France should be seized into the King's hands; wherefore upon the same ordinance a commission issued to certain persons, amongst others such ones and such ones, to seize the fees temporalities and advowsons, goods and chattels which belonged to the Prior of Freshwater, because the Prior was an alien subject of the King of France. After the ordinance and the date of the commission—and he stated the date,—the church became vacant by the death of the aforesaid R. and remained vacant; and the King is seised of the said temporalities, and thus it belongs to the King to present.—*Pole.* Sir, you see clearly how he supposes by his declaration and by the writ that it belongs to the King to present by reason of the temporalities being in his hands, supposing that the King was seised of the temporalities at the time of the occurrence of the vacancy; and then in his count he has said that the church became vacant after the ordinance and after the date of the commission; and it can not be that one thing is to be understood as having happened before the tempo-

covent qe vous siwez bref original, mes devers lautre A.D. 1338.  
siwez bref hors de ceinz &c.

§ Le Roy porta un Quare Impedit vers levesqe de Wyncestre et le Priour de Freshwater, et counta qe atort luy destourbe &c. a presenter &c. al eglise de F. qe voide est et a sa donesoun apend par la resoun de temporaltes del Priorie de F. en sa mayn esteaunt, et moustra coment il apend al Roy a presenter, par la resoun qe un R. jadis Priour, predecessour cestuy Priour, presenta un soun clerk en temps de pees, en temps de certain Roy; et il dit qe leglise sa voida par la mort cestuy presente par le Priour, par quey le Priour promist un soun clerk R. de T. par noun, et puis par ordinaunce se fist par le Roy et par soun counsaille qe de temporaltes fees et avowesouns biens et chateux qe fuissent as alienes de poer le Roy de Fraunce fuissent seisiz en la mayn le Roy; pur quey sur mesme lordinaunce la comissioun issit a certainz genz, entre autres teus et teus, de seisir les fees temporaltes et avowesouns biens et chateux qe furent al Priour de F. pur ceo qe le Priour fut un aliene le power de Roy de Fraunce; apres lordinaunce et date de la comissioun,—et assigna le date en certeyn,—eglise se voida par la mort lavaunt dit R. et voide demora; et le Roy de les temporaltes avaunt ditz est seisi, et issint au Roy a presenter.—*Pole.* Sire vous veez bien coment il suppose par sa demoustrance et par le bref qil appent au Roy a presenter par resoun de temporaltez en sa mayn esteaunt, supposant la seisine le Roy al temps del voidaunce del temporalte, et pus en soun counte il ad dit qe leglise se voide puis lordinaunce et puis la date de la comissioun, qe ne put estre<sup>1</sup> qe lun estre entendu devant ceo qe les

<sup>1</sup> MS. autre.



A.D. 1336. ralties came into the King's hands &c. as well as afterwards; thus his count is uncertain and not consistent with itself; wherefore we demand judgment of the count.—*Trewith*. The plea which he pleads is to the action; for if his plea is to this intent, that if the vacancy occurred between the date of the commission and the seizure then the King ought not to be received to that vacancy, that is wholly to the action; to which we say that since he does not deny the ordinance, or the commission on the ordinance, or that the church became vacant after the date of the commission, in which case we think that the vacancy as well before the seizure as afterwards is sufficient title for our lord the King; to which he does not answer; therefore we demand judgment &c.—*Stouford*. However you take the plea we give it to no other effect but that the count is not consistent, and if the Court thinks that the count is good we are ready &c.—*Trewith*. However you give it, it is to the action, and you can not by such a plea deprive the King of his action; for just as when the King where he is seised of land by a right which he has as King, and his Council has assented to withdrawing his hand from the possession, the King is immediately bound, as any other person would be, by writ issued to the escheator to withdraw his hand, so being in seisin the King will render and account by the ordinance and the commission in case the King had right to seize.—*Pole*. Whereas you suppose by the writ and the count that the Bishop and the Prior have disturbed the King &c., the Bishop tells you that he is Ordinary of the place and claims nothing at present except as Ordinary; and he tells you that he has not disturbed, ready &c. And for the Prior we tell you that whereas the King takes for title that while the temporalities of the Bishops were in his hands the church was vacant, and thus it belongs to the King to present, the church was not vacant while the temporalities were in the King's hands, ready &c.—

temporaltes en la mayn le Roy &c. com puis; issint A.D. 1338. soun counte en noun certeyn et nient pursiwaunt en luy mesme; par quey nous demandoms jugement de counte.—*Trewe*. Le plee qil plede est al accioun; qare si soun plee se tient a celle entent qe si la voidaunce fut par entre la date de la comissioun et le seisir qe de celle voidaunce le Roy ne doit pas estre resceu, cel al accion a tut; a quei nous dioms del hure qil ne dedit pas lordinaunce ne la comissioun sur lordinaunce ne qe leglise se voida puis la date de la comissioun, en quel cas nous entendoms qe auxi bien devaunt seisir com apres qe soit sufficeant tittle pur nostre seigneur le Roy, a quel il ne respond nient; par quei nous demandoms jugement &c. — *Stouf*. Coment qe vous pernez le plee nous le donoms a nul autre effect mes a noun pursiwaunt de counte, et si la court voie qe le counte est bon nous sumes prest &c. — *Trew*. Coment qe vous le donez cest al accion, et de tollyr le Roy par tiel plee de accion ne poiez; qare auxi com le Roy en cas qil est seisi [de] un terre par dreit qil ad auxi com le Roy, et son conseil est assentuz doster la mayn de la possession, le Roy mayntenant est tenu com nul autre soit par bref issu al Eschetour doster la mayn, auxi com en la seisine le Roy rendra et acountera par lordinaunce et la comissioun en cas qe le Roy eu dreit de seisir.— *Pole*. La ou vous supposez par bref et par counte qe levesqe et le Priour ount destourbe le Roy &c., levesqe vous dit qil est ordiner de lieu et rien ne cleyme quant a ore mes com ordiner; et il vous dit qil nad pas destourbe, prest &c. Et pur le Priour vous dioms qe la ou le Roy prent pur tittle pur ceo qe les temporaltes des Evesques esteauntz en sa mayn leglise fut voide, issint apent au Roy a presenter, leglise ne fut pas voide esteauntz les temporaltes en la mayn le Roy, prest &c.—*Trew*. Voillez ceo

A.D. 1388. *Trew.* Do you give that as an answer?—*Stouford.* It seems to us that this answer is good.—But at last he dared not demur, but said that whereas the King has counted that an ordinance was made, and upon that ordinance a commission issued bearing a certain date, which thing is matter of record, and after that date he takes his title for the King, and thereby he supposes that according to that date the party ought to have an answer, and of that he has shown nothing to the court, therefore we do not think that the King wills or ought to be received without certifying to the court the date &c.—*SCHARSHULLE.* The greatest stranger in the world can in many cases allege a record and state the date of a writ, and the party to his plea shall be put to answer; and a multo fortiori may the King allege the date of the commission made to other persons, and if the date be different you can condradict him and thereupon take your plea without showing anything to the Court; and therefore plead your plea on the point where you wish to demur.—*Pole.* Sir, we tell you that whereas he speaks of an ordinance, it is very true that there was an ordinance, but the ordinance was that the King should seize on a certain day, to wit Wednesday in the vigil of St. Mary Magdalen, and we tell you that at that day and before and at this day or since, ready &c.—*Parning.* You see clearly how they have admitted the ordinance and the commission and do not allege except that the ordinance was in a different form from what we have stated, which thing lies in record, and of that you show nothing: wherefore we demand judgment for our lord the King; and if you consider that he shall be received to such a plea without showing anything still we demand judgment, since he has not denied that the church became void after the ordinance and the date of the commission, which we think are sufficient titles for the King &c.; and we pray a writ to the Bishop.—And so to judgment.

pur respons ?—*Stouf*. Il nous semble qe cest respons A.D. 1338. est bon.—Mes a drein il nosa demorrer, mes dit qe la ou le Roy ad counte qe un acordaunce se fist et sur quel ordinaunce comissioun issit portaunt certain date, quel chose chiet en record, et puis cele date il prent son title pur le Roy, et en taunt suppose il qe solom celle date la parti dut aver respons, et de ceo il ny ad rienz moustre a la court, par quey nentendoms pas qe le Roy voet ou doit estre resceu saunz certifier a la court la date &c.—*SCHAR*. Le plus estraunge de mond put allegger en plusours cas un record et dire la date de bref, et la parti a soun ple serra mys a respondre ; et a moult plus fort le Roy put allegger la date de la comissioun fet a autres, a quey si la date soit autre vous luy poez dedire, et sur ceo prendre vostre plee saunz rien moustrer a la court : et pur ceo pledez vostre plee la ou vous voilletz demorer.—*Pole*. Sire, nous vous dioms qe la ou il parle dun ordinaunce, bien est verite qe lordinaunce il avoit, mes lordinaunce fut tiel qe le Roy seisureit a certain jour, cest a savoir le Meskerdy en la veille de Marie Maudeleyn, et a ceo jour vous dioms nous et devaunt et huy ceo jour ou puis<sup>1</sup> prest &c.—*Parn*. Vous veez bien coment ils ount conu lordinaunce et la comissioun et nallegent rienz mesqe lordinaunce fut en autre manere qe nous avoms dit, quel chose chiet en record, et de ceo ne moustrez rien ; par quei nous demandoms jugement pur nostre seigneur le Roy &c. : et si vous veiez qil serra resceu a tiel plee saunz moustrer, unquore demandoms jugement del hure qil nad pas dedit qe leglise ne se voida puis lordinaunce et la date de la comissioun, quels nous entendoms titles sufficieants pur le Roy &c. ; et prioms bref al Evesqe.—Et sic ad judicium.

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<sup>1</sup> Some words seem wanting here.

A.D. 1388. § A plea was removed out of the ancient demesne by a cause, and a day was given to the parties in the Bench, after which time the bailiff without regard to that adjournment continued the plea, upon the original, until the tenant lost his land by default and was put out of possession by judgment; so that the tenant came before the Justices and showed this fact and prayed aid of the Court, and the Court granted him a writ to the bailiff reciting all the fact as it was, and saying "wherefore we command you that, if it be so, you cause it to be amended and redressed:" and the writ was returnable in the Bench at a certain day, at which day the bailiff did not return any writ; wherefore the party prayed a writ to the sheriff directing him to cause the bailiff to come and restore his possession to him: and there was granted to him a writ to the sheriff to distrain the bailiff to make him come and redress the thing &c.

Rescue, where he counted of a taking made in two places, and because the rescue was single, the count was held good.

§ Robert de S. brought a writ of Rescue against W. de L. and complained that whereas he had taken his beasts &c. G. de T. in the vill of R. in a field which is called Northfield and Westfield, damage fesant, and impounded the said beasts according to law, this same William at a certain day, year and place &c. rescued &c.—*Gayneford*. You see clearly how he has counted of one taking made in two places at one time, and it would be inconvenient in law that one taking made at one time should be made in several places; wherefore we demand judgment of this count.—*SCHARDEBURGH*. The taking is not the cause of his action in this writ, but it is because you have made rescue; and you know well that in a plea of taking of beasts, on a deliverance one may count of divers takings made in divers places; wherefore your challenge does not avail in this writ to abate the count.—*Trewith*. Sir, in a plea of taking of beasts we tell you that he ought to say "namely so many in such a place," and so, if he count that the taking was made in divers places and do not

§ Un paroule fut remue hors daunciene demene A.D. 1338. par cause, et jour done a les parties en baunk, apres quel temps le baillif saunz aver regard a cest ajournement tient le plee avaunt sour loriginal taunqe le tenant perdit sa terre par defaute et mys hors par jugement; issi qe le tenant vient devaunt les Justices et moustra ceo fait et pria eyde de la court, et graunte luy fut par la court bref a le baillif recitaunt tut le fait com il fut, par quei nous vous comandoms qe si issint soit qe vous le faites amender et estre redresce: et le bref fut retornable<sup>1</sup> en baunk a certain jour, a quel jour le baillif retorna nul bref, par quei le parti pria bref a vicomte de faire vener le baillif de luy restituer a sa possession; et le bref luy fut grante a vicomtea destreindre le baillif de faire vener redrescer la chose &c.

§ Robert de S. porta bref de Rescours vers W. de L., et se pleint qe com il avoit pris ses bestes &c. G. de T. en la ville de R. en un champ qe fut apelle Northfeld et Westfeld en soun damage fesaunt, et mesme les avers solom la ley de terre emparke, mesme cest William certain jour et an et lieu &c. rescourt &c.—*Gaign.* Vous veez bien coment il ad counte dun prise fait en dieux lieux tut a un temps, qe serroit inconvenient en ley qun prise fait a un foithe serroit fait en divers lieux; par quei nous demandoms jugement de ceste counte.—*SCHARD.* La prise nest pas causs de saccion en ceo bref, einz est de ceo qe vous luy avez fait rescours, et vous savez bien qen<sup>2</sup> prise des avers sur une deliveraunce homme purra counter de divers prises faitz en divers lieux; par quei vostre challenge ne vaut pas en ceo bref a counte abatre.—*Trew.* Sire, en prise des avers vous dioms<sup>3</sup> qe la doit il dire, nomement taunt en tiel lieu, et issint sil counte qe la prise se fist en divers lieux et ne severa pas les lieux

Rescours  
ou il  
counta  
de prise fet  
en deux  
lius, et pur  
ceo qe le  
rescours  
fut un le  
counte  
agarde bon.

<sup>1</sup> Add MS. 25184, retourne.

<sup>2</sup> MS. qun.

<sup>3</sup> MS. dites.



en la prise, jeo abatera soun counte; ore puise A.D. 1338. jeo auxi bien prendre issu sur le lieu en ceo bref com pris des avers, qe si le lieu ou il suppose la prise estre fait soit hors de soun fee, jeo justifierai moun fait qil prist mes bestes en moun soil demene hors de son fee, et le voille aver enparke, oue jeo nel suffra pas; et cest bon plee en bref de rescours: et ceo ne puise jeo pas faire en ceo bref, qare il ne put estre entendu en ley qun mesme prise se fist en un champt qest apelle Northfeld et Westfeld, et issint suppose le counte la prise en un lieu, et tiel fut le counte en Roulle.—*Parn.* Dounques vous dioms nous qe la ou vous supposez Northfeld et Westefeld quils sount deux champ, prest &c., et demandoms jugement de counte.—*STON.* Vous ne poez pas abatre le counte par tiel plee, qare mesqil furent deux champ et il avoit cause de prendre en lun champ et en lautre et vous luy feistez rescours, unquore est son bref bon; par quei a prendre averement sil soit un champ ou deux chaumps ne put pas estre issu en ceo plee.—*Parn.* Dounques par un faux counte il moy toudra moun respons, qe jeo ne purra jammer justifier mon fait si jeo nay par cause en les deus lieux sour tiel demoustraunce; et par consequens jeo avera plee en abatement de counte.—*Stouf.* Pledez vostre plee tiel com vous alleggez et si la court viee rien ne vous deperira &c.—*HILLARY* agarda le counte bone pur ceo qe le rescours fut un &c.—Et puis le defendant dit qe soun mestre avoit comune apurtenant en le soil en &c.; et lautre qil fit le rescours a force &c. cum soun bref suppose sanz ceo que soun mestre avoit comune apurtenant &c. Et pria eide de soun mestre.

William de L. porta un as sise vers Johan Eliz de Fentone et plusours autres et fist sa plainte de xxv.

Assise de  
Novele  
disseisine



A.D. 1338. acres of land 500 acres of pasture and 200 acres of wood with the appurtenances. All answered by bailiff; and as to some, they said by *Trewith* that they claimed nothing in the pasture except common of pasture appurtenant to their freeholds, and that the plaintiff had raised a foss round their common, and they freshly abated it as it was well lawful for them to do, without tort &c.: and as to the wood, they took their reasonable estovers which they had appurtenant to their freeholds &c. And as to John Eliz of Fentone, he said for himself, by bailiff, that he was lord of a fourth part of the vill, and W. who is plaintiff was lord of the other three parts, and in right of his fourth part he pastured his beasts therein without committing any tort. And as to the woods, he holds them in the same way, and he cut therein as lord of a fourth part without committing any tort.—*Parning*. As to John, if he pleaded in his own person or by attorney he would immediately be convicted a disseisor by record; but now he appears by bailiff to whom we can say nothing. And yet he thought that even if he had pleaded to the assise and had appeared in his own person, he would have a plea to that.—The assise was awarded for the plea.—*Trewith* pleaded to the assise by a bailiff, because the plaintiff had granted the rent of the same tenements of one John atte Gappe who held them of him for term of life by lease from him, on which grant the tenant attorned; and he said that the tenant was dead, after whose death he was in of his reversion, without committing any tort: and he put forward a deed testifying the grant. And *Trewith* said plainly that if his client had appeared in his own person or by attorney the plea would have fallen in bar: and several agreed with this.

Dower.

§ In a writ of Dower the tenant said that the demandant was never joined in lawful matrimony, &c.—*Trewith* for the demandant, said she was espoused at such a place in the diocese of the Bishop of Lincoln; and (said he)

acres de terre D. acres de pasture et cc. acres de boys A.D. 1838.  
 ove les appurtenances. Touz respondirent par bailif; vers plu-  
 et quant a asquns ils disoient par *Trew.* qen le pasture sours et un  
 ils ne cleimerent rienz si noun comune de pasture apur- pleda par  
 tenant a lour fraunktenements, et le pleintif avoit leve baylif ple  
 une fosse enviroun lour comune et eux frechement al assise et  
 labaterent com bien lour leust saunz tort &c.: et quant ou si le de-  
 al boys ils pristerent lour resonables estovers queux fendant  
 ils ount appurtenant a lour fraunktenements &c. Et mesme ust  
 quant a Johan Eliz de Fentone il dit pur luy par plede le ple  
 baillif qil fut seigneur de la quarte partie de la vile, et il nust este  
 W. qest pleintif seigneur de les treis parties, et pur la auge dis-  
 quarte partie issint puit il ses bestes la einz saunz seisourisur  
 tort faire. Et quant al boys il les tient en mesme la sa cove; sed  
 manere, et il coupa leinz com seigneur de la quarte partie non sic hic.  
 saunz tort faire.—*Parn.* Quant a Johan sil plede en Item un  
 propre persone ou par attourne il serra maintenant altre pleda  
 atteint disseisour par record; mes ore est il par baillif, un ple par  
 a qi nous ne poms rien dire; et si entendist il qe baillif al  
 mesqil ust plede al assise et il ust este en propre assise ou  
 sone qil avereit plee a celle.—La assise fut agarde sil ust  
 le plee.—*Trew.* pleda al assise par un baillif, pur mesme  
 qe le pleintif avoit grante la rente<sup>1</sup> de mesme les tene- plede le ple  
 mentz de un Johan atte Gappe qe ceux tient de luy a il serra  
 terme de sa vie de soun lees par quel graunt le tenant auge  
 attourna; et dit qe le tenant fut mort, apres qy mort barre &c.  
 il fut enz en sa reversion, saunz tort faire; et mist fet  
 avaunt qe testmoigna le graunt. Et *Trew.* dit aper-  
 tement qe si con client ust este en propre persone oue  
 par attourne le plee ust cheu en barre; et a ceo acor-  
 derent plusours.

§ En un bref de Dower le tenant dit qe le deman- Dower.  
 dant ne fut unqes acouply en leal matrimoine &c.—  
*Trew.* pur le demandant dit qil fut expose en tiel lieu  
 en le diocese levesqe de Lencollne, et prioms bref al

<sup>1</sup> In Add MS. 25184 *rente* has been altered to *reversion*.  
 Q 906.

A.D. 1338. we pray a writ to the Bishop of Lincoln. And it was granted; for that shall always be available for the demandant &c.

Writ of Right, brought by a husband and wife who were nonsuited after the mise; therefore there was final judgment against them.

Trespass, where the issue was taken on an assent, because it is said that lies in specialty.

§ A man and his wife brought the writ against a Prior who joined the mise in right of his church of our Lady of W.; and the demandants imparled on the mise and did not come back, but were non-suited: wherefore it was adjudged that the Prior and his successors should retain it as in right of their church quit of the husband and his wife for ever &c.

§ William de la Pole brought a writ of Trespass against the Prior of T. and others, and complained that they had fed off his corn with certain beasts in a certain vill.—*Gayneford* said, for the Prior and the others, that they had land in the same vill, to which common is appendant, and that place where he supposes the pasturing to have been is a field called Southfield which lies fallow every third year, at which time all the commoners ought to common &c. throughout the year, and they have commoned always as appurtenant &c. and in that year in which he supposes the trespass to have been committed was the third year, when the field should lie fallow &c., so they pastured there as in there common; and we demand judgment if for that pasturing he can assign tort in our persons.—*Pole*. Whereas they have said that this field should lie fallow every third year, and has always done so, Sir, we tell you that that field has always by the custom of the vill and by the agreement of those therein been sown in such manner as they chose to agree upon, sometimes for three years, sometimes for one year; and we tell you that it was agreed by all the tenants of the vill who had land in the field whereof we have complained, that the field should be sown; so they came and fed on our corn tortiously as we have complained.—*Gayneford*. Whereas you work to maintain that the pasturing was a trespass by reason of an agreement, we

Evesqe de Lincoln. Et fuit grante, qare ceo avendra<sup>1</sup> A.D. 1338.  
tut foithe del demandant &c.

§ Un homme et sa femme porterent bref vers un  
Priour [qe] joint la mise en son dreit de sa eglise de  
Notre Dame de W., et les demandants enparlerent sur  
la mise et ne viendrerent pas, mes furent noun siwez;  
par quei agarde fut qe le Priour et ses successors  
reteignent com lour dreit de lour eglise quites del baroun  
et la femme a touz jours &c.

Bref de  
dreit, porte  
par le  
baroun et  
sa femme  
les queus  
furent  
noun sui  
apres la  
mise;  
ergo le  
jugement  
final de  
vers eus  
&c.

§ William de la Pole porta un bref de trespas vers  
le Priour de T. et autres, et se plaint qils avoint peu  
ses bleez ove certainz bestes en certain vile.—*Gaign.*  
dit pur le Priour et les autres qils avoient terre en  
mesme la ville a quei comune est appendant, et celle  
lieu la ou il suppose le pestre estre cest une chaump  
qest appelle Southfeld qe chesqun terce an gist warret,  
a quel temps touz les comuners deivent comuner &c.  
par tut lan, et ount comune de tut temps com apur-  
tenaunt &c., et en celle an en quel il suppose trespas  
estre fait si fut la terce an qe le chaump girreit warret  
&c., issint pustrent il illoeges come lour comune, et  
demandoms jugement si de celle pustre put il tort en  
nostre persone assigner.—*Pole.* La ou ils ount dit qe  
cest chaump chesqun terce an girreit warret et ad este  
de tut temps, Sire, nous vous dioms qe tiel chaump de  
tut temps par usage de la vile par acord de ceux ount  
este semez solom ceo qils voillent assenter, alafoithe  
destre seme par treis aunz, alafoithe par un an; et vous  
dioms qils furent assentuz touz les tenants de la ville  
qe avoient terre en le chaump ou nous sumes plaint qe  
le chaump serreit seme, issint vindrent ils et puistrent  
noz bleez atort com nous sumes plaint.—*Gaign.* La ou  
vous voillez mayntener qe la pestre serroit trespas par  
resoun de un assent, nous vous dioms qils nassenterent

Trespas,  
ou lissue  
fut pris  
sur assent,  
quia  
homme dit  
qe cest  
chet en  
especialte.

<sup>1</sup> Add MS. 25184, *vendra*.



pas, prest &c.—*Pole.* Ils assenterent, prest &c.—Et sic A.D. 1338.  
ad patriam &c.

§ Le baroun et sa femme priount destre resceuz et  
furent resceuz par default del tenant a terme de vie.  
Puis al autre jorne<sup>1</sup> le baroun fuit essone de servise  
le Roy; al jour qil avoit par essoun le baroun vient  
par attourne et ne porta mye son garrant; la femme  
fut essone del service le Roi.—CURIA. La femme nest  
mye en cas destre resceu par default soun baroun,  
qe le baroun ad perdu avantage de lui en tiel cas, et  
la femme ne put lavantage aver saunz soun baroun;  
par qai seisine fut agarde &c.; qar le baroun fut  
hors de court quant il failli de soun garrant &c.

Receite, ou  
le baroun  
et sa  
femme  
furent  
resceu par  
default de  
tenant a  
terme &c.  
et le  
baroun fut  
essone de  
service le  
Roy et  
failli de  
soun  
garrant;  
ideo sesino  
agarde.

§ Nota, quant services sount grantez a un [a] terme  
de sa vie le remeyndre as autres en fee, par queux  
servises le grante avera atournement et acquittance  
vers le grante pur sa vie demene; qe plus avant ne  
put il aquiter; et donques cely en le remeyndre covient  
avoir nouvelle "per quæ servitia" et conustre novel  
acquittance. Et sic patet quod non potest distringere  
durant possession tenant a terme de vie.

Nota de  
acquittance  
Vide et  
quare

§ Un Johan porta son bref vers Edmund "in quod  
" idem Edmundus non habet ingressum nisi post  
" dimissionem quam R. de D. qui illud de prefato  
" tenuit ad terminum vitæ Roberti ex assignatione  
" Jacobi Herle qui illud idem de Roberto dimisit ad  
" eundem terminum, inde fecit Willelmo patri pre-  
" dicti Johannis cujus heres ipse est et quæ post  
" mortem predicti ad prefatum Johannem reverti  
" debet per formam assignationis predictæ, et unde  
" queritur &c." Et nota quod breve in principio non  
dixit "jus hereditatem."—*Gayn.* counta &c. [vers] le  
defendant. Et pur ceo atort qun Robert fut seisi en

Entre, ou  
il fit de-  
cent de  
soun  
auncestre  
tanke a ly  
de dreit  
et demanda  
ren de sa  
seisine, et  
le counte  
bon.

<sup>1</sup> MS. atservines.

<sup>2</sup> A capital letter has been erased here.

A.D. 1338. demesne as of fee and of right,—and he laid the esplees in time of peace,—who leased the same tenements to Robert for the term of his life, by virtue of which lease Robert was seised in his demesne as of freehold in time of peace in the time of the same King; and afterwards he granted the reversion to William de H. and his heirs; by virtue of which grant Robert attorned to William: from William the right to the reversion descended to John who now demands &c.—*Trewith.* Judgment of this count, for he ought to have counted that it is his right and his heritage.—*THE COURT.* He ought not, for his ancestor was not seised, nor does his writ say so.—*Trewith.* He ought to lay the esplees in the tenant for life.—*THE COURT.* He ought not.—*Trewith.* He ought not to have made the descent since he does not demand of the seisin of his ancestor.—*THE COURT.* He made the descent of the right and not of the demesne.—*Trewith.* Still he ought to have counted that it was his right, and for the reason that such an one was seised and leased.—*This was not denied by the Court.*—*Trewith.* Judgment of the writ, which says “revert,” when the ancestor was not seised.—*This objection was not allowed.*

Attaint,  
where he  
who re-  
covered  
could not  
have oyer  
of the  
original  
writ to  
which he  
was a  
party. The  
reason is  
at the end  
&c.  
The law  
is the  
same in a  
writ of  
error.

§ In an Attaint he who recovered had oyer of the record to which he was party, and then he demanded oyer of the original of the record.—*THE COURT.* For what purpose?—*Pell.* Perhaps there is a variance between that original and the record.—*THE COURT.* First assign the variance.—*Trewith.* I should wish him to assign a variance, for then he would have the process by which he recovered; but being thus essoined he would lose his land by writ of Error.—*So note that by the transcript of the plea he will not have oyer of the original, for he himself was a party &c. And because they of the petty Jury were on mainprise, on the Distress, only by two mainpernors, it was challenged that the Distress was not served; for in an Attaint there should be four mainpernors. This was admitted by the clerks; but neither in Devonshire nor in Cornwall was*

soun demene com de fee et de dreit, et lia les esplees A.D. 1338.  
 en temps de pees, le quelle lessa mesme les tenementz  
 a Robert a terme de sa vie, par vertu de quel les R. fut  
 seisi en soun demene com de frauntenement en temps  
 de pees en temps de mesme le Roi, et puis graunta  
 la reversion a William de H. et a ses heirs; par  
 vertue de quele graunte Robert sattourna a William;  
 de William descendi le dreit de la reversion a Johan  
 quore demande &c. — *Trew.* Jugement de ceo counte,  
 qil dust avoir counte qe cest soun dreit et son heritage.  
 — *CURIA.* Noun duist, qe soun auncestre ne fut pas seisi,  
 ne soun bref ne le voet mye. — *Trew.* Il devereit lier  
 les esplees en le tenant a terme de vie. — *CURIA.* Noun  
 dust. — *Trew.* Il ne duist mye avoir fait la descent  
 quant il ne demande la seisine dauncestre. — *CURIA.* Il  
 fit la descent del dreit et noun pas del demene. —  
*Trew.* Unquore il devereit aver counte qe ceo fut son  
 dreit, et par le reson qun tiel fut seisi et lessa. — Hoc  
 non dedicebatur a Curia. — *Trew.* Jugement de bref qe  
 voet "reverti," ou launcestre ne fut mye seisi. — Et  
 non allocatur.

§ En un atteynte cely qe recoveri avoit oi del recorde  
 a quei il fut partie, et puis il demanda oi del original  
 del record. — *CURIA.* A quel effect? — *Pell.* Par cas il ad  
 variaunce entre cel original et le recorde. — *CURIA.*  
 Assignez la variaunce primes.<sup>1</sup> — *Trew.* Jeo vodra qil  
 assignereit variaunce, qe adonques il aveyt le proces  
 par quel il recoveri; mes estre essoigne issint per-  
 dra il sa terre par bref derroure. — Sic nota quod  
 per scriptum placiti navera mye oi del orginal qil fut  
 mesme partie &c. Et pur ceo qe ceux de la petite  
 duzeyne furent a meynprise a la destresse soulment  
 pur deux meynpernours chalange fut qe la destresse ne  
 fut mye servi; qar en atteynte il avereit iiii. meyn-  
 pernours. Hoc concedatur a clericis; mes en Deven-  
 schire nen Cornewaille unques ne fu usee mes deux

Atteynte,  
 ou cely qe  
 recoveri  
 ne pout  
 aver oy  
 del primer  
 bref origi-  
 nal a key  
 il mesme  
 fut partie.  
 Ratio in  
 fine &c.  
 Eadem lex  
 en bref  
 derroure.

<sup>1</sup> MS. prioms.



Dower,  
where the  
demand  
was of the  
third part  
of an acre  
of land and  
of the  
profits  
arising  
from the  
office of  
dyer in R.  
B. and M.  
viz. that  
who  
wished to  
dye cloth,  
wool or  
thread, or  
any other  
thing he  
should pay  
to Simon  
de Loces-  
tre her late  
husband  
&c. a sum  
of money  
viz. what-  
ever should  
be agreed  
upon. By  
SCHARDE-  
BURGH

§ In a writ of Dower the demand was of the third part of an acre of land and of the profit of the office of Dyer of such a vill and such a vill, that if any one would dye cloth, linen, or wool, fulled or other, he should make satisfaction to her husband according as it might be agreed between them.—*Trewith.* Judgment of the demand, for it should be for the third part of the office.—*SCHARSHULLE.* An office is not partible; wherefore the demand lies for the profit which is partible: and we once saw a judgment for a similar demand of the third part of the profit arising from the office of gate-keeper to the Archbishop of Canterbury.—*Trewith.* In a Nuper Obiit the demand must be of the office, and in an assise the plaint never lies for the profit unless the plaintiff be seised of the principal subject.—*Pole.* He who would have the principal shall not have an action for the profits without the principal against those who are seised of the principal: but a woman cannot have an office, and between parceners one shall have the office and the others shall make contribution.—*SCHARDEBURGH.* An office requires work and labour outside a manor, but this is not properly an office, for it does not require any work outside.—*Assche.* Perchance we have a warranty

maynpernours.—CURIA. La petit xii. fait aquitent tiel A.D. 1338.  
chalaunge qil ils ount perduz par lour defaut; par  
quei si vous, tenaunt, ne diez autre chos nous agarde-  
roms la Jure.—*Stouff.* Sire, loriginal del primer record  
veut de Manir Astye, et loriginal bref del atteynte  
voet Aneste, jugement del variaunce.—Mes pur ceo  
qe le primer record et loriginal bref datteynte de  
record est foundu, la Court agarda le bref datteynte  
bon saunz veer le primer original. Et nota qe tut  
le primer record est reversable si tiel variaunce i out  
&c.—Et puis lateynt fut agarde par issue done &c

§ En un bref de Dower la demande fuit fait de la Dower, ou  
tierce partie dune acre de terre et del profit dun office fut tel de  
de la teynturie de tiel ville et de tiel ville, qe qui- placito  
cunqe teyndre vodra draps ligns ou langs fille ou altre tertiam  
qil freit gree a soun baroun solonc ceo qil put aco- acra terræ  
vener entre eux.—*Trew.* Jugement de la demande, qe et partem  
ele serroit de la tierce partie del office. —SH. Office proficuum  
net mye departable, par quei del profit qest departable provenien-  
gist la demande; et asquns temps veoms ajuger un tium de  
tiel demande de tertia partie proficui provenientis del officio  
office de la porterie levesqe de Caunterburie. —*Trew.* tinctorias  
*Hill.* En un "nuper obiit" la demande serra del office, in R. B. et  
et jammesse en assise ne gist pleynte de profite si le M. videlicet  
pleyntif ne seyt seysi del principale. —*Pole.* Cely qe quicumque  
avoirreit le principale navera mye accion del profit tingere  
saunz principal a quei ils sount seisi del principale; voluerit  
mes femme ne put aver office, et entre parceners un pannos  
avera loffice et les autres ferount contribucion. — lanas seu  
SCHARD. Office de demande ouere et travaille dehors filum vel  
un manir, mes ceo ci nest mye proprement office, qe aliam rem  
il ne demande nul ouere dehors. —*Assche.* Par cas nous quancum-  
que Simoni  
le Locestre  
quondam  
viro &c. et  
aliquando  
i. summam  
pecuniam,  
scilicet  
quod  
convenire  
poterit. Per  
Sch. Jus-  
tice, put

— *from*  
woman.  
Much  
matter  
below in a  
similar  
case. And  
so note &c.

one dye without making satisfaction we may disturb him. — SCHARDEBURGH. How disturb him? Certainly not; but in such a case as this and in similar cases, such as where one man is to make satisfaction to another for an easement and profit which he wishes to have, and he effects his purpose without making satisfaction, he dis-seises him to whom he ought to make satisfaction, although he from whom the withholding should be made lie in his bed. Not so in this case, as it is said.—ALDEBURGH. When one can legally give permission to dye or forbid it at his pleasure, it is an office &c. And a reason was given to prove that such bailiwicks and offices can be demanded by moieties: for if two parceners bring a writ for an office, on the nonsuit of one the other can demand a moiety.

Ael, where  
the tenant  
pleaded in  
bar a fine  
levied on a  
release by  
one  
through  
whom he  
had made  
the descent  
to himself,  
and as a  
stranger;  
for his plea  
is in ex-  
tinguish-  
ment of  
the right  
&c.

§ In a writ of Ael *Stouford* said, Whereas he demands 61 acres of land, a fine was levied between one A., through whom the descent is made, and one Richard, by which fine A. released to Richard all the right which he had in the said tenements; judgment if an action &c. —And he put forward the fine under seal, but not a writ to allow it. And the clerk amended the fine.—*Trewith*. You cannot receive the transcript of the tenor without writ.—HILLARY and SCHARSHULLE to the clerk. What does the foot say?—*The Clerk*. Sir, "To the Justices of the Bench."—THE COURT. Then we have sufficient warrant without a writ.—And note that the writ by which the record was sent into the Chancery was sewn to the transcript. And the fine was read; which said that Richard had released to W. [A. ?] all right which he had in two carucates of land except 60 acres of land: and also the said A. released to the said Richard all the right which he had in all the lands of which Richard was seised in the vills of B. and C. And note that the fine was levied in three weeks of the feast of

avoms garrantie del office, et la garrantie perdoms si cest demande soyt mayntenu. Ovesqe ceo, cest office; qe si homme tigne saunz faire gree nous le poms destourber.—SCH. Destourber coment? nanil certes; mes en tiel cas com cest et en semble quant homme fra gree a autre pur esement et profit qil voet aver, et fait son purpos [saunz] gree faire, il disseise cely a qi il devereit le gree faire mesqe cely a qi le menvere serroit fait gyse en soun lyte: sic non hic ut dicitur.—ALD. Quant homme put par ley donir counge de teyndre ou voier a sa volunte cest un office &c. Et un resoun fut fait a prover qe tieux baillies et offices pount estre demandez par moites; qar si deux par-ceners portent bref doffice, par noun siwte del un lautre demandera la moite.

A.D. 1338.

une povre  
femme.Mult  
matere  
infra in

talimateria.

Et sic nota

&amp;c. ultimo

folio.

§ En un bref daiel *Stouff*. La ou il demande lxi. acris de terre, fyn se leva entre un A. par qi la descent est fait et un Richard, par quel fyn A. relessa a Richard tut le dreit qil avoit en mesme les tenementz; jugement si accion &c. Et getta avant la fyn sub pede sigilli, et ne my bref dalower. Et clerk omenda la fyn.—*Trew*. Vous ne rescevez mye le tenour transcript saunz bref.—HILLARY, SCH. al clerk. Coment parle la cowe.—[*Clerk*] Sire, Justiciariis de banco.—CURIA. Donques avoms assez garrant saunz bref.—Et nota qe le bref par quiel le recorde fut mande en Chauncellerie fut couceu denz le transcript. Et la fyn fu lieu qe voleit qe Richard avoit relesse a W. tut soun dreit qil avoit en deux carues de terre fors pris lx.<sup>1</sup> acres de terre; relaxavit etiam idem A. a mesme cely Richard tut soun dreit qil avoit en totes les terres qe Richard avoit en seisine en les villes de B. et C. Et nota qe la fyn fut leve a treis semaynes

Aiel, ou le  
tenant ly  
pleda en

barre

un fyne qe

se leva sur

un relees

par un par

qi il avoit

fet la decent

a ly &amp;c. et

come qe

estrange,

qar soun

ple est en

esteinse-

ment de

dreit &amp;c.

<sup>1</sup> MS. xl.

A.D. 1338. St. John in the 10th year of King Edward the grandfather &c.—*Trewith*. We demand 60 acres of land in B.; the fine excepts 60 acres in W.; we say that they are the same 60 acres which we demand, ready &c.; and as to one acre, it is not comprised &c., ready &c.—*Stouford*. As to the 60 acres it is tantamount to saying that they are not comprised in the fine; ready &c. that they are; for it cannot be an issue that they are not the 60 acres. —HILLARY and ALDEBURGH. He cannot say that they are not comprised, for they are comprised.—*Stouford*. The fine comprises more tenements in another vill which are not specified in the fine, and this was permitted in old times; wherefore although the 60 acres are excepted in one clause they may be comprised in another, namely in the general clause, by “moreover I have released;” and I will aver that the 60 acres demanded are parcel of the tenements released by the fine.—*Stouford*. I have no need to restrain my issue, since it is possible that the fine comprises the 60 acres, and yet their answer may be true; wherefore the fine must be received entirely.—ALDEBURGH. Every exception is part of the thing out of which it is excepted, for it would be useless to except in one part of the release what is comprised in another part.—*Stouford*. It may be that what is excepted is nothing; for suppose that in all the vill there are only ten and a half carucates of land, I can bring my writ saying, “Command &c. that he yield up eleven carucates of land except the half of one carucate” in such a vill, and yet what is comprised is nothing: wherefore I say that what *Trewith* tendered cannot be an issue, but it must be thus, “ready that it is not parcel &c. of the “tenements released &c.”—And then, by award, *Trewith’s* issue was, The tenements demanded are excepted and not released by the fine, ready &c.—*Stouford*. The tenements demanded were released by the fine, ready &c.—And so to the country. And the word “parcel” was excluded.

Note by the issue of this plea, that a matter of record which is not executory falls within the cognizance of the jury. Michaelmas Term, Formedon.

de Seint Jehan anno decimo Regis Edwardi avi &c.— A.D. 1333.  
*Trew.* Nous demandoms lxi. acres de terre en B.; la  
 fyn forsprent lx. acres en W.; nous dioms qe ceux  
 sont mesme les lx. acres qe nous demandoms, prest  
 &c.: et quant a un acre nient compris &c. prest &c. Nota par  
 —*Stouff.* Quant a les lx.<sup>1</sup> acres taunt amoute qe lissue de  
 nient compris en la fyn; prest qe si; qe ceo ne puyt ceo ple qe  
 estre issue qe ils ne sont mye les lx.<sup>1</sup> acres.—*HIL-* chose de  
*LARY* et *ALD.* Il ne puit mye dire qe nient compris, recorde  
 qe ils sont compris.—*Stouff.* La fyn comprennent plusours qest mie  
 tenementz en autre ville qe ne sont nomez denz la che ten  
 fyn, et ceo fut suffert en auncien temps, par quei executorie  
 ment qe lx.<sup>1</sup> acres soent forpris en un clause il pount de pais. M.  
 estre compris en un autre en la general clause par T. Forme-  
 "relaxavi insuper"; et jeo voille averrer qe les lx.<sup>1</sup> doun.  
 acres demandez sont parcelle des tenementz relesez  
 par la fyn.—*Stouff.* Jeo nay mester de restreyndre  
 mon issue, del heure qil est possible qe la fyn com-  
 prennent les lx.<sup>1</sup> acres; et unquore lour respouns soit veirs;  
 par quei covient qe la fyn soyt entierement resceu.  
 —*ALD.* Chesqun forprise est de la chose dunt il est  
 forpris, qil serroit en veyn de forprendre en un lieu  
 de relees ceo qe serroit compris en un autre lieu.—  
*Stouff.* Put estre qe ceo qest orspris est un nent. Qe  
 mettez en tut la ville ne soyt x. carues de terre et  
 demi, jeo puise portir mon bref "præcipe quod red-  
 "dat xi. carues de terre excepta medietate unius caru-  
 "catæ en tiel ville," et unquore ceo qest compris nest  
 rienz; par qai jeo die qe ceo ne put estre issue ceo  
 qe *Trew.* tendi, mes serra tiel, des tenementz relesez  
 &c. prest qe nent parcelle &c.—Et puis fuit lissue par  
 agarde.—*Trew.* Les tenementz demandez sont forpris  
 et nent relesez par la fyn, prest &c.—*Stoff.* Les tene-  
 mentz demandez relesez par la fyn, prest &c.—Et sic  
 ad patriam. Et cele parole "parcel" fut ouste.

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<sup>1</sup> MS. xl.



§ Un præcipe fut porte vers treis qe alleggerent A.D. 1338.  
 nountenu general. — *Gayn.* Autrefoith nous portames Nounte-  
 bref "præcipe A." le primer nome en bref soulment, nure. Et  
 ou abati nostre bref par mesnomer de la ville; et puis credo qe  
 par journes acomptes portames bref vers A. par noun touz treis  
 de la vile com il avoit livere, a quel bref il alieggea le parties  
 joyntenance ovesqe les deux nome ou bref ore, par quei alleggerent :  
 par journez acomptz avoms porte vers eux treis; juge- ut patet  
 ment si eux treis pussont nountenue allegger. — *CURIA.* supra par  
 Au meynz A. avendra mye a le nountenue qil ne tient bref dentre.  
 rienz. — *Stouff.* Sire, Ils sont autres persounes &c —  
 Puis il traversa lentre du bref.

§ Un præcipe de rent fut porte devers le tenant du  
 soil. — *Trew.* La ou il demande treis souz, ceo nest  
 demande qe deux souz; et vous dioms qe nous tenoms  
 la terre dount &c. et paioms v. deners de rente de  
 vostre demande a un B.; jugement du bref. — *Pole.*  
 Nulle ne put demande abbregger mes tenaunt de la  
 demande. — *SCH.* Vous deforceour de la rente &c.

§ Nota quod si recorde soit dedit et le record est <sup>Nota de</sup>  
 fait vener et le jugement, et autres dates sont trovez record.  
 en le recorde qe ne furent aleggez, le record assez bon,  
 me faut my de soun recorde, qe la substaunce de la  
 barre est trove &c.

§ Quaut un maner dount un parcelle est en mayn <sup>Nota de</sup>  
 dautre passera, et al manoir services sont regardant, fine.  
 la fyn dirra "grant et rende le maner forspris un  
 " mees et tant de rente, et graunte le mees qun tiel  
 " tient a terme de vie &c., estre ceo il graunte le rente  
 " ensemblement ove lommage et les services D. &c.

§ Un pria destre resceu par default dun femme qe <sup>Nota de</sup>  
 tient en dowere de soun heritage. — *Pole.* Ele ne tient ceste issue.



A.D. 1338. hold in dower, ready &c.—And the issue was received, notwithstanding that some considered that he should have pleaded to the estate of the tenant or have said that he who prayed had nothing in the reversion &c.

BASSET in  
Easter  
Term anno  
14 agrees.

Dower. § In a writ of Dower, although the first summons be late, the demand shall be entered and there shall be a summons “sicut alias.” Note that *Trewith* was pressed for answer, and he alleged a variance between the original and the process where the original was not in the Bench &c. And note &c.

Voucher. § One James vouched one William.—*Gaynsford*. Sir, William is warranted by James in this same writ; judgment if he can vouch back without a cause.—And so &c.—And note that by law he ought to show a cause.

Aid-  
prayer,  
where the  
demandant  
traversed  
the fine  
which was  
shown in  
order to  
have the  
aid,  
without  
answering  
to the  
estate of  
the tenant.  
A case on  
the next  
leaf  
agrees, and  
Trinity  
term anno  
2 above;  
writ of  
Entry &c.

§ In a præcipe *Trewith* said that she held the same tenements demanded as parcel of such a manor, which manor one A. rendered to her and one John, her late husband and the heirs of her husband; her husband is dead, and the heir of her husband granted the reversion of the same manor to one Richard and the heirs of Richard; Richard is dead, and we pray aid of Richard's heirs who are under age, and we pray that the parole may demur &c.—*Kelshulle*. Our writ is brought in one county, and the fine which he now speaks of was levied in another county; judgment if by reason of such a fine you ought to have aid.—THE COURT. She is tenant, and we think by the fine; wherefore it is of no consequence that it was in another county.—*Kelshulle*. Then we tell you that what we demand is not parcel of the manor.—*Trewith*. That is no plea; for if he who rendered the manor were seised by our feoffment as parcel of the manor, and then rendered the entirety to you with an exception when it was not rightfully a parcel, we hold it as parcel and we ought to have aid, for the right remains in another without whom &c.—SCHARSHULLE. If a fine be

pas en dower, prest &c.—Et lissue resceu non obstante A.D. 1338.  
 quod aliqui intellexerunt qil deveroit avoir plede al estat le tenant ou demander qe le priaunt riens en la reversion &c.

Concordat  
p. 14 par  
BASSET.

§ En un bref de dower, mes qe le primer somons Dower. soyt tarde, la demande serra entre et la somons sicut alias. Nota qe *Trew.* fut hastie pur respoudre, et il aleggea variaunce entre loriginal et les proces en loriginal ne fut pas en baunk &c. Et nota &c.

§ Un James voucha un William.—*Gayn.* Sire Wil- Vocher.  
 liam est garranti par James en me-me cesti bref; jugement sil purra revoucher saunz cause.—Et sic &c.—  
 Et nota qe de lai il doit moustrer cause.

§ En un præcipe *Trew.* dit qil tient mesme les tenementz demandez com parcelle de tiel manir, quel manir un A. lui rendi et a un Johan jadis soun baroun et as heirs soun baroun; soun baroun est mort, et leir soun baroun graunta la reversion de mesme le manir a un Richard et as heirs Richard; Richard est mort, et prioms eide des heirs Richard qe sount dedeynz age, et prioms qe la paroule demoerge &c.—  
*Kels.* Nostre bref est porte en un counte, et la fyn dount or il parle se leva en autre counte; jugement si par tiel fyn devez eide aver.—CURIA. Ele est tenant; nous entendoms qe par la fyn; par quei ceo ne charge mye mes qe ceo soyt en altre counte.—*Kels.* Donques dioms nous qe nostre demande nest pas parcelle du manir.—*Trew.* Ceo nest mye plee; qe si cely qe rendi le manir fut seisi de nostre feffement com parcelle du manir et puis rendi lentere a vous par excepcion [ou] ne fut mye parcelle de dreit, nous le tenoms com parcel et devoms cide avoir, qe le dreit demort

Eide prie,  
ou le de-  
mandant  
traversa la  
conissance  
le quel fut  
moustre  
pur aver  
eide saunz  
respondre  
al estat le  
tenant.  
Concordat  
infra prox-  
imo folio et  
supra T. ii.  
fo. 1. bref  
dentre &c

## TRINITY TERM

ed in a vill or in another county of a manor which is two vills or in two counties, and he has execution by sheriff named in the writ, and parcel of the whole which is comprised in the fine is of a manor in one vill, by virtue of the fine he enters on land which is not parcel of the manor, he commits an open disseisin whether in one vill or in two; wherefore we demand if it is parcel or not.—*Trewith*. We will imparl.—And note

HILLARY said that a writ of execution out of the rolls shall never issue except to the sheriff of the county where the fine is levied.—*Trewith* on the morrow said, If I were to sue him who rendered the manor to me and who held it as parcel of the manor, he would not deny me by saying Not parcel.—HILLARY. No, the dispute would be between those who are parties on both sides; otherwise here, where the demandant who would be sued is a stranger to the fine.—And then the issue was parcel, and not parcel.—And so to the country &c.

In a præcipe brought against A. who vouched one John, which John vouched one Richard,—*Gaynesford*, A. against whom our writ is brought &c. and John and Richard who is vouched are brothers, and Richard is the eldest brother, and Richard's father was seised of the land of our demand and he is ancestor of Richard who vouched, where we cannot have the averment that neither Richard nor his ancestors were seised, &c.; wherefore we will aver that neither Richard nor any ancestor or heir he is was seised &c.—SCHARDEBURGH. That is not the averment given by statute, but it is according to the intent of the statute; wherefore the issue shall be general, and at the taking of the inquest this shall be tried into by evidence.—And so it was. The plea on the next leaf below is in accordance.

In a writ of Formedon in the remainder the tenant's warranty asked what he had to prove the form: wherefore he showed a deed. So note. And the deed showed that A. gave to John Duyn and to his wife and

en autre, saunz qi &c.—SCH. Si fyn soyt leve en un A.D. 1338. ville ou en autre counte dun manir qest en deux viles ou en deux countez, et il ad execution par le vicomte en le bref, et<sup>1</sup> parcelle de lentier qest compris denz fyn soyt dun manir en un ville, et par vertu de la fyn entre qe nest my parcelle de manir, il fet apert desseisine le quel qil soyt en un ville ou en deux : par quei nous demandoms ci cest parcelle ou noun.—*Trew.* Nous emparleroms.—Et nota qe HILLARY dicit qe jammes ne issera bref de execution hors de roulles mes a vircomte ou la fyn est leve.—*Trew.* in crastino. Si jeo fuise a voucher celuy qe moy rendi le manir qe tient cest demande com parcelle du manir il ostereit my par dire nient parcelle.—HILLARY. Noun, le debat la serroit entre ceux qe sunt parties dambepart : secus hic, ou le demandant qe serroit deleie est estraunge a la fyn.—Et puis lissue fut parcelle et nient parcelle.—Et sic ad patriam &c.

§ En un præcipe porte vers A. qe voucha un Johan Vocher. le quel Johan voucha un Richard,—*Gayn.* A. vers qi nostre bref est porte &c. et Richard qest vouche sount freres, et Richard est le frere puine, et le pere a Richard fut seisi de nostre demande qest auncestre a Richard qest vouche, ou nous ne pouns avoir laverrement qe Richard ne ses auncestres ne furent pas seisie &c. ; par quei nous voloms averer qe Richard ne nul auncestre qi heir il est ne fut seisi &c.—SCHARD. Ceo nest mye laverrement destatut, mes cest lentent destatut ; par quei lissue serra general et al enquest prendre ceo serra enquis par evidence.—Et sic fuit. Concordat infra proximum folium &c.

§ En un bref de forme de doun en le remeyndre<sup>2</sup> Forme doun en le remeyndre ou le bref fut desaccordant en un clause tenaunt par sa garrantie demanda ceo qil avoyt du forme ; par quei il moustra fait ; sic nota ; et le fait voleit qe A. dona a Johan Duyn et a sa femme et a

<sup>1</sup> MS. est.<sup>2</sup> MS. manere.

A.D. 1338. to the heirs of his body begotten; and if John and Alice one clause his wife should die without heirs begotten between them with the specialty; that the tenements should return to the right heirs of but because John Duyn, which heirs now bring this writ. And the it agreed writ said that "A. gave to John Duyn and his wife and with the " the heirs of his body begotten, so that if John should clause " die without heir of his body, after the death of Alice which " the tenements should remain to the right heirs of limited the " John." And the deed and the writ varied in the names gift, it was " the donor and of the vill. — *Trewith*. Judgment of adjudged good. of the writ as varying from the specialty. — THE COURT Agreeing with this is a case above in Michaelmas term anno 7. a similar writ, and below Michaelmas term anno 13, and above Easter term anno 10, Scire facias. The specialty does not contain any remainder; besides it does not limit anything to the heirs of the husband except on default of issue of the husband and wife: and besides this the deed does not limit any remainder for default of an heir begotten; for even if John and his wife died without heir of their bodies, still John could have an heir of his body; so the form in the writ is not warranted by the specialty; judgment if he shall be received.—HILLARY. That is to the action.—SCHARDEBURGH. We adjudge that you plead over, as did *Herle*; he pleaded over in bar by the warranty of a collateral ancestor.

Mortdancer, where the tenant could not plead in evidence that there was no marriage, on account of his preceding plea. Voucher. A case above in

§ In a Mortdancer the tenant said, Ready to hear the recognizance, and then wished to say in evidence that the demandant was a bastard, and he was not received thereto, for he pleaded at the commencement as to a mulier. So note. But the assise was charged on all the points of the writ; but *Trewith* said openly that the party shall never bastardize &c.—*Quære*.

§ One A. vouched B.—*Gayneford*. B. was never seised except as the husband of one J. S. without this that B.

les heirs de soun corps engendres, et si J. et Alice sa A.D. 1338.  
 femme devierunt saunz heirs entre eux issauntz qe les al especie-  
 tenementz retournerent as droitz heirs J. Duyn, queux pur ceo alte; sed  
 heirs ore portent ceti bref; et le bref voet quod "A. qil acord a  
 " dedit J. Duyn et uxori ejus et heredibus de corpore la clause  
 " suo exeuntibus ita quod [si] Johannes sine herede qe taille le  
 " de corpore suo exeunte obierit post mortem A. rectis Concor dat  
 " heredibus J. remanerent"; et le fait et le bref tali brevi, supra M. 7.  
 varierunt en noun del donour et la vile.—*Trew.* Juge- fo. et infra  
 ment de bref variaunt del especiale.—*CURIA* una voce M. 13. et  
 dixit, Mesqe le noun le demandant en lespecialte soynt supra P.  
 mesnome et la ville auxint, et sils soyent mesme les 10. scire  
 villes et persones qe sount nomes en bref, et en bref facias.  
 bon nome, il est tut bon.—*Trew.* Lespecialte ne voet  
 nul remaindre: ovesqe ceo il ne taille riens as heirs  
 de baroun si noun par default dissue del baroun et sa  
 femme; et ovesqe ceo le fait ne taille mye remander  
 par defait de heir de engendrure: qar mes qe [J.] et  
 sa femme demorent saunz heir de lour corps, unquore  
 puit Johan avoir heir de soun corps, issint fourme  
 garrant de lespecialte; jugement sil serra resceu.—  
*HILLARY.* Et cest al accion.—*SCHARD.* Nous agardoms  
 qe vous diez outre, com fit Herle; il pleda outre en  
 barre par garrantie dun auncestre consteynt.

§ En un Mortdauncestre le tenant dit prest doier Mort-  
 la reconussauce, et puis voleit dire en evidence qe dauncestre,  
 le demandant fut bastard, et ne fut mye resceu, qil ou le  
 plede comensaunt mulier. Sic nota. Mes lassise fut tenant ne  
 charge de touz les pointz du bref, mes dit apertment put dire en  
*Trew.* qe la partie bastardra jammes &c.—*Quære.* evidence  
 le revers  
 de ces;  
 esposailles  
 par son ple  
 precedent.

§ Un A. voucha B.—*Gayn.* B. ne fut unques seisi si Voucher.  
 noun com baroun un J. S. saunz ceo qe B. ou ses Concor dat  
 supra

A.D. 1338. or his ancestors had any other seisin &c.—And the Court said that the voucher should stand. The reason is because the counterplea is not given by statute or by common law &c.

Trespass,  
for beasts  
taken &c.  
And note  
that if he  
had not  
been privy  
to the re-  
cord his  
plea would  
not have  
been good.

§ In a writ of Trespass of beasts driven away by night, *Assche* said, We are the bailiff of one A., against whom you the plaintiff sued a Replegiari of the same beasts supposing the property to be in yourself; judgment if to this writ which supposes with force and arms and the property not to be in yourself you ought to be received.—*Trewith.* Will you not say something else?—*Assche* said over, perhaps because he was a stranger; for *ALDEBURGH* said, by the way, that it was not between the same persons.—*Assche* said that he took them as bailiff of such an one for services in arrear, without committing any trespass.—*Trewith.* Will you avow the taking by night?—THE COURT asked the same.—*Assche* did not dare, but said so he took them by day for services &c.—*Trewith.* Ready to aver my plaint.—*Assche.* You shall answer to my avowry.—*HILLARY.* There is no need; for you traverse his writ which says "by night."—Wherefore as I think the issue was thus on one side, We took them by day for services in arrear without doing anything against the peace, ready &c. And the other side said, You took them by night with force and arms, against the peace &c.

Replegiari.  
Note the  
opinion of  
the Court  
was that if  
they have  
not had  
anything to  
witness  
that they  
were de-  
puted they  
could not  
have been

§ In a Replegiari A. and B. avowed the taking, for the reason that it was granted in parliament that the King should have the fifteenth in such a year; wherefore a commission came to them to be collectors and taxers, who deputed A. and B. under them to collect the tax in such a country; and we tell you that the Abbat who complains has a manor in such a vill for which he is taxable and has been taxed among laymen; wherefore A. and B. for the manor, and the laymen and clergy within the manor, assessed him at 60s.; and

auncestres autre seisine &c. Et la court dit qe le A.D. 1338.  
 vouchier estoise. Ratio, qare le contreplee nest mie <sup>proximo</sup>  
 done par statut ne par comune ley &c. <sup>folio.</sup>

§ En un bref de Trespas des bestes enchases nut- <sup>Trespas de</sup>  
 aunte.—*Assche*. Nous sumes baillif un A. vers qi vous <sup>bestes pris</sup>  
 pleyntif siwistes un Replegiare de mesme cest sup- <sup>&c. Et</sup>  
 posant la proprete estre a vous mesme; jugement si a <sup>nota sil ne</sup>  
 cesti bref qe suppose a force et armes et la proprete <sup>ust este</sup>  
 ne mie a vous devez estre resceu. — *Trew*. Et autre <sup>prive a</sup>  
 chos ne voillez dire? — *Assche* dit outre, Puit estre <sup>record,</sup>  
 quia extraneus; qar ALD. dit en passaunt qe ceo nest <sup>soun ple ne</sup>  
 pas entre mesme<sup>1</sup> les persones.—*Assche* dit qe les prist <sup>ust estebon.</sup>  
 com baillif un tiel pur services arere saunz trespas  
 faire. — *Trew*. Voillez avower la prise nutaundre?—  
 Idem dixit CURIA.—*Assche* nosa pas, mes issint les  
 prist il de jour pur services &c.—*Trew*. Prest davoier  
 ma pleynte.—*Assche*. Vous respondrez a mavowerie.—  
 HILLARY. Non oportet; qe vous traversez soun bref  
 qe voet "noctanter." Par quei ut credo lissue fut  
 issint dun partie issint, le primes jour pro servitiis a  
 retro saunz rien faire encontre la pees, prest &c. Et  
 alii, Vous les preistes de nuyt a force et armes en-  
 countre la pees &c.

§ En un Replegiare A. et B. avowerent la prise <sup>Replegiare.</sup>  
 par la reson qe grante fuit en parlement qe le Roy <sup>Nota qe</sup>  
 avereit la xv. de tiel an; par comission vient a eux <sup>opinion de</sup>  
 destre collectours et taxours, queux deputerent A. et <sup>court fut</sup>  
 B. de south eux de taxer coller en tiel paiis; et vous <sup>que sil</sup>  
 dioms qe labbe qe se pleynt ad un maner en tiel <sup>nussent eu</sup>  
 ville pur quel il est taxable et ad estre taxe entre <sup>ren de</sup>  
 lais, par quei A. et B. pur le maner et leys et clers <sup>temoner</sup>  
 denz le manir ly asisterent a lx. souz; et pur ceo qil <sup>qil furent</sup>  
<sup>deputez ne</sup>  
<sup>pussent</sup>  
<sup>estre ataint</sup>  
<sup>des</sup>  
<sup>damages.</sup>  
<sup>Concordat</sup>

<sup>1</sup> MS. mes a.



A.D. 1338. because he would not pay the tax they took the distress fixed in damages. Agreeing with this is a case of Trespass above Trinity term anno 7., and a dictum of HILLARY in a writ of Trespass Hillary term anno 19.

&c.—*Stouford*. Have they anything to show that they were deputed by the chief taxers?—*Trewith*. Ready &c.—HILLARY. If one avow by a commission which came to him from the King or by a precept which came to him from a sheriff to whom a command came, there must be shown the precept or whatever he has; but here the chief taxers do nothing else but make a man of the neighbourhood come to make the assessment and to levy, without delivering anything else to him.—Wherefore *Stouford* said over that it was agreed by the King and his council that men of Holy Church should be taxed among their spiritualties; and we say that the same manor which is of their foundation is taxable and has been taxed among the spiritualties, and we demand judgment and pray our damages; and you will see here a writ whereby the King ordered the taxers not to intermeddle with them.—And the writ said generally that inasmuch as the Abbat was taxable and had been taxed among the spiritualties the taxers should not intermeddle.—ALDEBURGH. When the clergy granted their tenth and they levied their taxes, it is unreasonable that the Abbat, who is among the spiritual persons, in the general writ, in all their possessions lay and spiritual should be again taxed.—BASSET and HILLARY. It is not seen that in the Exchequer all the ancient foundations in England, manors rents and other possessions which are in religious hands, which are liable to the spiritual tax of English tenths are entered; and if an Abbat make a new purchase and by colour of their ancient foundation escape that rightful tax once or twice, that will not discharge it.—Wherefore *Stouford* said, Will you say he is taxable and has been taxed rightfully among the spiritualties for the same manor, and once or twice by mistake has been taxed among the lay? the issue which you give me would pass against me.—ALDEBURGH and SCHARDEBURGH. If we should find that right-

ne voleit le taxe paier ils pristrent la destresse &c.—A.D. 1338.  
*Stouff.* Ount il riens qils soyent deutez par les chiefs <sup>supra T. 7.</sup>  
taxours?—*Trew.* Prest &c.—HILLARY. Homme avowe <sup>bref de</sup>  
par comissioun qe ly vyent du Roy ou par precepte <sup>Trespas.</sup>  
qe ly vient dun vicomte a qi un comaundement est <sup>Concordat</sup>  
venuz, la covient mostrer precepte ou ceo qil ad; mes <sup>dicti HILL.</sup>  
si les chiefs taxours ne fount autre mes fount venter <sup>H. 19 bref</sup>  
un homme de visne de faire assere et lever saunz <sup>de trespas.</sup>  
altre rienz bailler a luy. Par quei *Stouff.* dit outre  
qassentuz fut par le Roi et par soun conseil qe  
genz de seynte eglise serrent taxez entre lour espi-  
rituautes; et dioms pur mesme la manere qest de  
lour foundation est taxable et ad este taxez entre  
les espirituautes, et demandoms jugement et prioms  
noz damages; et vous verez ici un bref qe le Roy  
manda as taxours nentremeissent qun de eux. Et le  
bref voleit en genere qe de ceo qe labbe est taxable  
et ad este taxe entre les espirituautes nentremeissent  
les taxours.—ALD. Quant le clergie graunte lour disme  
et ilz leverount lour taxes il nest mye resoun qe  
labbe qest entre les espirituels en bref general de tut  
lour possessioun laies et espiritueles soient taxez autre-  
foyez. — BASSET et HILLARY. Il nest mye veiu qe en  
leschekere touz les aunciens foundaciouns dEngleterre  
maners rentes et autres possessiouns qe sont en mayns  
de religioun qe courent en le taxe espirituel de disme  
dEngleterre sont entrez; et si un abbe purchace de  
novel et par colour de lour auncien foundacioun  
eschapent tiel dreit de taxe un foythe ou deux cella ne  
la deschargera mye. Par quei *Stouff.* Voillez dire qil  
est taxable et ad este taxe de dreit entre les espi-  
ritualtes, par meim le manir un foythe ou deux par  
mesprioun ad este taxe entre les leis? lissue qe vous  
moi liverez passereit encontre moi.—ALD. et SCHARD.

A.D. 1338 fully you are taxable and have been taxed among the  
 Note here spiritualties, even if two or three times you have been  
 that a taken among the lay we shall not give judgment against  
 thing done you.—So note.—Wherefore *Stouford* gave the issue as  
 de facto but not de jure BASSET and HILLARY forbade it.—*Trewith*. The reverse.  
 does not —And so to the country.—And afterwards *Stouford*  
 rightfully bind per- said, As it is enrolled on my behalf, that he is taxable  
 sons, nor and taxed among the lay, and not among the spiritual-  
 does the ties.—THE COURT. The people can not well know any-  
 omission of a thing thing of a tax on the clergy.—*Stouford*. Then if it be  
 which ought to acknowledged that he was once taxed among the lay,  
 be done the issue will pass against us.—THE COURT. Not so, for  
 discharge a person ; *Trewith* has offered to aver &c.  
 per HIL-  
 LARY.

Debt arising out of a covenant pleaded, where he was received without a specialty. Agreeing with this are cases in Easter term anno 7. above, and Michaelmas term anno 19. below, in a similar writ.

§ A writ of Debt was brought against one ; and he counted that the plaintiff, by covenant between him and the defendant had been made his attorney for ten years, taking 20s. for every year, which were in arrear.—*Pole*. This count begins by a covenant and ends with a duty ; judgment of such a count not warranted.—From this objection he was ousted.—*Pole*. He has nothing showing the covenant.—SCHARSHULLE. If one were to count simply of a grant of a debt he would not be received without a specialty ; but here you have his service for his allowance, of which knowledge may be had, and you have “ quid pro quo.”—Wherefore *Pole* waged his law that he owed him nothing ; and the other counterpleaded it.—THE COURT to *Gayneford*. Will you receive the law at your peril ?—Wherefore he received the law.

§ In a writ of Dower it was pleaded that she eloped from her husband in such a vill in such a county and was not reconciled during the life of her husband ; judgment &c.—Before issue it was debated whence the Jury should come, for the elopement was alleged in a different county from that where the dower was demanded.—HILLARY said that if the issue were on the elopement it should be from the county where it was

Dower, where an elopement in another county was alleged, and a jury was granted from that county &c.

Si nous trovassoms qe de dreit esteez taxables et taxe A.D. 1338.  
avez este entre les espirituates mesqe deux foythe ou Nota hic, chose qest fet de fet et nent de dreit ne lie mie homme en dreit; ne chose entrelesse qe devereit estre fet ne descharge mie homme; par HILL.  
treis foythe eiez este taxe entre les lais nous najuge-  
roms pas contre vous.—Sic nota.—Par quei *Stouff.* dona  
lissue com *BASSET* et *HILLARY* le denyerent.—*Trew.*  
E contra.—Et sic ad patriam.—Et puis *Stouff.* Sire,  
auxi com il est en rouble de ma part, qil est taxable  
et taxe entre lais et ne mie entre les espirituates.  
—*CURIA.* Les genz ne pont mye bien conustre un  
taxe de le clergie.—*Stouff.* Donques si conue soyt un  
foye taxe entre layis lissue passera countre nous.—  
*CURIA.* Nanil, qe *Trew.* ad tendu daverer &c.

§ Un bref de dette fut porte vers un, et counta qe Dette  
le pleyntif par covenant entre lui et le defendaunt sourdant de un covenant plede, ou il fut rescen saunz especialte. Concordat supra P. 7. et infra M. 19 in tali brevi.  
fait ly avoit son attourne par x. aunz, pernant pur  
chesqun an xx. souz, quel fut arere.—*Pole.* Ceo counte  
comence par covenante [et fin en<sup>1</sup>] deute, jugement de  
tiel counte nent garranti.—De quel fut ouste.—*Pole.* Il  
ad riens de covenant.—*SCH.* Si homme countast sim-  
plement dun graunte dun dette il ne serra mye resceu  
saunz especialte; mes ici vous avez soun service pur  
soun aler, qe chiet en conisaunz, et avez quid pro quo.  
Par quei *Pole* gagea sa ley qe rienz ne ly deyt, et la  
lai countreplede. — *CURIA* a *Gayn.* Voillez la ley a  
vostre perile? Par quei il resceut le lei.

§ En bref de dower plede fut qil alopa de soun Dower; ou alope- ment fut alegge en altre counte, et de cel counte pais grante &c.  
baroun en tiel ville en tiel counte, nient recounseil en  
la vie soun baroun, jugement &c. — Avant issue parle  
fut dount pais vendra, qe lalopement fuit alegge en  
autre counte qe la dowere ne fut demande.—*HILLARY*  
dit qe si lissue fut sur lalopement il serra la ou il fut

<sup>1</sup> The words in brackets are from Add. MS. 25185 where the case is in Easter term.

A.D. 1338. alleged—*Pole*. There the tenant is such a great maintainer that on this statement the Jury will pass against us; wherefore it is well to have the Jury from the county where the tenements are.—*HILLARY*. No, but you can make another statement, namely that you were reconciled without coercion &c. in another county, and then have a Jury from that county &c.—But a Jury was granted from the place where the elopement was alleged.

Ael.  
where she  
who was  
bound to  
warranty  
for the  
term of her  
life re-  
vouched  
the same  
person to  
whom she  
warranted  
in respect  
of the  
tenancy in  
dower;  
and she  
was re-  
ceived  
thereto.

§ In a writ of Ael which one Adam brought against one Richard who vouched one Alice as for the estate which Alice had leased for Alice's life, Alice came and entered into warranty and revouched the same Richard.—*Trewith*. You vouch him whom you have warranted; state the cause.—*Stouford* said, for Alice, that one Edmund ancestor of Adam, through which Edmund Adam made the descent, as chief lord assigned dower, namely the same tenements, of the endowment of one James ancestor of Richard who now is tenant, and we now remain in the estate of dower, of the right of Richard, and thus we vouch him; and we say that he who assigned dower to us had the wardship by reason of the nonage of Isabel [James?] ancestor of Richard, whose heir he is.—*HILLARY*. If you had warranted to Richard simply you would perhaps have failed of your voucher.—So note.—*Trewith*. She alleged in her voucher that our ancestor from whom we take descent assigned dower, which comprises an answer to our action.—*THE COURT*. She does not plead it to your action.—*March*. No, not a word of the cause shall come on the roll.—This was granted by the Court.—*HILLARY* to *Trewith*. Will you say nothing else?—*Trewith*. No.—*HILLARY*. Let the voucher stand.—So note that he vouched as tenant for life another who had only the same estate, who revouched for the same estate. And note that there would be as great reason to vouch and revouch for the fee simple on both sides; but a difference was assigned, viz., that those

alegge.—*Pole*. La est le tenant si grant meynentour A.D. 1338. qe sur cest mensoigne pais passera encountre nous; par quei pais est bon de vener du counte ou les tenementz sount.—*HILLARY*. Nanil, mes vous poez un autre mension faire qe vous fuistez recounseille saunz cohercion &c. en autre counte, et de cel counte adonke avoir pais &c.—Mes pays fut grante ou lalopement fut alegge.

§ En un bref daiel qun Adam porta vers un Richard Aiel, ou cely qe fut lie a garrantie a terme de sa vie revocha mesme celi a qi il garrantist come de tenaunce en dower, et a ceo fut ele resceu. qe vocha un Alice com destat qe Alice avoit lesse pur la vie Alice, Alice vient et entra en la garrantie et revocha mesme cely Richard.—*Trew*. Vous vouchez celi qe vous avez garranti : ditez cause.—*Stouff*. dit pur Alice qun Edmund, auncestre Adam, par quel Edmund Adam fit la descent, com chef seignur assigna dower, saver mesme les tenementz de la dowerment un Jam auncestre Richard quor est tenaunt, et nous sumes ore en estat de dower de dreit un Richard demoraunt, issint le vouchoms, et dioms qe cely qe nous assigna dower avoit le gard par le noun age Isabele auncestre Richard qi heir il est.—*HILLARY*. Si vous usez garranti simplement a Richard vous ussez faille de vostre vocher par cas.—*Sic nota*.—*Trew*. Il allegea en soun vouch qe nostre auncestre par qi nous peruoms descent assigna dower, qe comprennent respons a nostre accion.—*CURIA*. Ele ne donne pas a vostre accion.—*March*. Noun, ia ne vendra un parol de le cause en rulle.—*Hoc fuit concessum a curia*.—*HILLARY a Trew*. Autre chose ne voillez dire?—*Trew*. Noun.—*HILLARY*. Estoise le vocher.—*Sic nota* qil voucha com tenaunt a terme de vie autre qe navoit qe mesme lestat qe revocha de mesme lestat. Et nota qe auxi grant matere il ly avereit de vouchier et re-vouchier de fee simple dun parte et dautre; mes dif-

A.D. 1338. revouched should have estates by another way than the vouchee &c., and still less than the demand is.—I do not see the difference, unless because the tenant would recover by the form of the limitation to the value of what he would lose; but the woman will recover back only the proportion for her dower, to wit the third part of the two parts which belonged to the husband who &c.

Execution, where all the lands of one vouched were delivered by the sheriff: and the general opinion was that he could have no recovery except by writ of right of the surplus. § A man had judgment to recover to the value against two persons, and had a writ of execution; and the sheriff came and delivered all the lands of one which belonged to him on the day of the execution and in a stranger's hand, and delivered much more than the land demanded was worth; wherefore he came into court and prayed a remedy, viz., that there should be a re-extent or to that effect. And because he was a stranger to the judgment he went without having a remedy; and it is a great mischief, and I think that he did not have an assise. Quære whether the writ said "in whatever manors" &c., or was a common writ to deliver to the value of the land of such an one who was vouched. It is said that such a common writ &c.

Assise. § In an assise of Novel Disseisin in the Bench, *Trewith* said, Not attached by fifteen days.—This was not allowed in the Bench.—*Trewith*. A. tells you by bailiff that he is the parson of such a church, and he found his church seised, and thus he holds &c.; and he is not called parson; judgment of the writ; and if it be found &c. then he says he has committed no tort.—And the exception was not allowed as an abatement of the writ; and the assise was called &c.

Trespas, where the defendant avowed the cause, which the plaintiff § In a writ of Trespass for beasts taken, *Elm.* avowed as a commoner the taking of the said beasts "levants et couchants" in another vill which do not intercommon, and feeding and treading down his common, without doing anything against the peace.—*Gaynesford*. Put it

ference fut assigne, qe les revochez averent estatz par A.D. 1338. altre cours qe le voche &c. et unqore meins qe la demande nest.—Non video diversitatem nisi pro tanto qe le tenaunt recovers de la forme taille a le value de ceo qil perdra mes la femme recovers areremayn mes lafferant pur soun dower save<sup>1</sup> la tierce partie de deux parties qe fut a le baroun qe &c.

§ Un homme avoit jugement pur recoverer a la value vers deux, et avoient bref dexecucion, et le viscomte vient et livra touz les terres lun qe furent ore a ly jour del execucion et en estrange meyne, et livra unquore moult plus qe la terre demande ne valust, par quei il vient en court et pria remedie qil fuit restent, vel hujusmodi. — Et pur ceo qil fut estrange al jugement il ala saunz remedie aver; et cest un grant meschief et non habuit assisam ut credo. Quære le quel le bref fut in quibuscunque maneriis &c. ou comune bref liberare &c. ad valentiam de terra un tiel qe fut voche &c. Dicitur qun tiel comune bref &c.

Execucion, ou touz les terres le un voche furent livre par le vicounte; et comunis opinio qil navera altre recoverir si noun bref de dreit dil surplus.

§ En un assise de novele disseisine in Banco, *Trew.* Assise. Nient attache par xv. jours. Non allocatur in Banco.—*Trew.* A. vous dit par bailif qil est person de tiel eglise, et trova sa eglise seisi, issint tien il &c., nient nome persone; jugement du bref; et si trove soyt nul tort. Et excepcion nent alowe abatement du bref; et lassise demande &c.

§ En un bref de Trespas des bestes pris, *Elm.* avowa com comuner de mesme les bestes cochaunz et levantz en autre vile qe ne se entrecomument pas, pessauntz defolauntz sa comune, saunz rienz faire encountre le pees.—*Gayn.* Qe vous lengettez en issue: prest qe vous

Trespas, ou le de fendant avoua la cause, a quel le plaintiff fut

<sup>1</sup> MS. si.



A.D. 1338. in issue. Ready that you took them of your own wrong. — This was not allowed.—*Gayneford*. Tortiously, without such a cause, ready &c.—*SCHARSHULLE*. You shall not have it so, without answering whether he has common, or saying that you have common, or pleading some other thing which proves the taking to be tortious.— And to this he was put by the Court.—*Gayneford*. The

beasts were levant and couchant in H. &c.—And the issue was counterpleaded; and then by judgment of the Court what the traverse &c. was received.

Ravish-  
ment,  
where he  
who sued  
the re-  
summons  
as heir  
could have  
judgment  
on the pro-  
clamation  
having  
been  
served.

§ The plaintiff in a writ of Ravishment of Ward died. The heir sued a resummons. At the return of the grand Distress, a writ to hear proclamation was served.—*Pole* prayed judgment &c.—*SCHARSHULLE*. This we cannot do by statute, because the statute<sup>1</sup> does not give such a process except in a writ of Wardship and Ejectment from Wardship, but you can have the process of an Exigend.—*Pole*. The statute gives it after the resummons; and in the same way it has reference as well to this as to a writ of Wardship, and Proclamation has been heretofore awarded in such a case.—And this was denied, for the party himself shall not have a Proclamation nor an Exigend against the defendant nor against the executors.—*SCHARSHULLE*. If the Proclamation be awarded it should not be awarded.

Assise in  
the King's  
Bench.

§ In the King's Bench at Canterbury it was found by the assise that A. leased his land to B. on this condition, that if A. or his heirs should pay to B. or his heirs 10*l*. before a certain day it should be lawful for him to re-enter, and that if he did not pay within the term, and B. should pay to him 10*l*. on such a day afterwards, then B. should have the fee without more heed to the condition. A. did not pay him. B. did not pay. A. entered after both terms. B. ousted him. A. brought the assise. And see where in a similar case it was said that he will take nothing by his writ: above fol. 3. writ of Dower.

<sup>1</sup> 13 Edw. I. c. 35.

preistez de vostre tort demene.—Non allocatur.—*Gayn.* A.D. 1338. De son tort saunz tiel cause, prest &c.—SCH. Vous nel <sup>mis a</sup> <sup>responde.</sup> averez pas issint saunz respoundre quiel il ad comune, ou dire qe vous avez comune, ou pleder atre foythe qe prove la prise torcinousement.—Et a ceo fut mys par la court. — *Gayn.* Les bestes furent levaunte et cochaunte en H. &c.—Et lissue en countreplede: et puis fut resceu par agarde de court ceo qe le travers<sup>1</sup> &c.

§ La pleyntif en ravissement de garde morust. Le heir <sup>Ravise-</sup> <sup>ment, ou</sup> <sup>celi qe</sup> <sup>suit la</sup> <sup>resomons</sup> <sup>cum heir</sup> <sup>ne put aver</sup> <sup>jugement</sup> <sup>sur la pro-</sup> <sup>clamacion</sup> <sup>servi.</sup> siwist resomons. Al graunt destresse retourne doier proclamacion servi, — *Pole* pria jugement &c. — SCH. Ceo ne pouns par statut [pur] ceo qe statut ne doune tiel processe nisi en bref de garde et engettement de garde, mes poiez aver proces d'exigend. — *Pole.* Le statut le doune apres la resomons, et eodem modo refiarta auxi bien a cel com a bref de garde, et proclamacion ad este agarde en tiel cas avaunt ces heures. —Et hoc fuit dedictum, qe la parti mesme navera mye proclamacion ne exigent vers lour defendant ne vers les executours. — SCH. Si la proclamacion soyt agarde qe ele ne serra pas agarde.

§ En bank le Roi a Caunterburie trove fut par assise <sup>Assise en</sup> <sup>Bank de</sup> <sup>Roy.</sup> qe A. lessa sa terre a B. sure tiel condicioun qe si A. ou ses heirs paiassent a B. ou a ses heirs x. livres deinz un certain jour qe li seroit a rentrer, et sil ne paiast denz le terme et B. ly paiast x. livres mesme a tiel jour que fuit apres, qe adonques B. ust fee saunz plus sen la condicion. A. ne ly paia pas. B. ne paia pas. A. entra apres lun terme et lautre. B. ly ousta. A. porta lassise<sup>2</sup>. Et vide ou en autiel cas fut dit qil ne prendra riens par soun bref; supra fol. iii. Bref de Dowere.

<sup>1</sup> This word is doubtful.

<sup>2</sup> Add MS. 25185 adds "et recoveri par jugement," and omits the following sentence.

A.D. 1338. § In an assise of Novel Disseisin the franchise of St. Assise.

Leonard was demanded, thus, to hold within their gates before the Justices. The assise did not come. Wherefore a day was given in the Bench to the party and to the assise, for the reason that the roll said in French "before J. de A." who will be sent there, and not "before Stonore," and this Court cannot make process upon the assise called before other Justices. Besides this, if the bailiff of St. Leonards has the full return, and the sheriff has mixed up all without making a return to him, they cannot redress that defect before the parties have pleaded and the array has been challenged. That happened on the suggestion that the bailiff has the return. Some said that a writ for the assise could have issued to the sheriff by recognizance made to the bailiff, for the bailiff might have inconvenienced the panel, namely have given a day to the assise for the parties &c. And note that the assise will not be granted in the absence of the parties who will be adjourned.

Assise of novel disseisin, where the writ at the time of the purchase was false in matter; but because there was a tenant and a disseisin it was held good. See above Trinity term anno 2. in a similar writ.

§ Robert de Wixton clerk brought an assise of Novel Disseisin against J. vicar of such a place and another his coadjutor, who said that one named in the writ was dead on the day when the writ was purchased, and prayed judgment of the writ. — THE COURT. You who are another person cannot plead that. — *Gayneford*. It is not a like case. — But he did not give the reason. — ALDEBURGH. If the tenant were dead, the case would be different. — Quære if the tenant die pending a writ whether a coadjutor can plead it, or whether it must be found by the assise &c. — And then *Gayneford* was put to answer over, without regard to the challenge. — *Gayneford*. John the vicar tells you by a bailiff that he holds this demand as a portion of his vicarage; judgment if the writ lies against him. — *Stouford*. You disseised me, ready &c. by the assise. — ALDEBURGH. Let the assise come. — *Gayneford*. He answers nothing to me. — ALDE-

§ En un assise de novele disseisine le fraunchise A.D. 1333.  
 de Seynt Leonard fut demande issint qa tener deynz Assise.  
 lour portez devant les Justices. L'assise ne vient  
 poynt; par quei jour fut done en baunk mesme a la  
 partie et a lassise causa qe le rulle dirra en frank  
 "Coram J. de A." qe serrount illoeqes maundez et ne  
 my "Coram Stonore," et cest court ne put mye faire  
 processe a lassise demande avant autres Justices.  
 Ovesqe ceci le baillif de Seyn Leonard eit pleyne re.  
 tourn, et le vicomte eit melle tout saun faire retourne  
 a ly, il ne pount mye redresser cel default enz qe  
 partiez eiount pledez et larrai chalange. Id venit ex  
 motione qe pur taunt qe baillif ad retorn. Aliqui  
 dixerunt qe bref pur lassise put avoir issue a vicomte  
 par reconisaunce fait al baillif, qe le baillif pout avoir  
 greve le panel, saver done<sup>1</sup> jour a lassise de les parties  
 &c. Et nota qe la franchise ne serra mie grante en  
 absence de parties qe serront ajournes.

§ Robert de Wixton clerk porta lassise de novele Assise de  
 disseisine vers J. viker de tiel lieu et un autre co- novele  
 adjutour, qe dit qe un nome en bref fut mort jour disseisine,  
 du bref purchace, jugement du bref. — CURIA. Vous ou le bref  
 ne poez cel pleder qestes autre persone. — *Gayn.* Non a tens de  
 simile. Mes non dixit causam. — ALD. Si tenant fut purchas fut  
 mort le cas serroit autre. Quære si tenaunt moerge faus en  
 pendant bref<sup>2</sup> si un coadjutour le puisse pleder, vel matere sed  
 quod oportet quod inveniatur per assisam &c. — Et pur ceo qil  
 puis *Gayn.* fut mys outre nient eaunt regarde al iavoit  
 chalange. — *Gayn.* Johan vicair vous dyt par un tenant et  
 baillif qil tient cest demande<sup>3</sup> com porcion de sa vi- disseisine  
 kaire, jugement si le bref vers ly igise. — *Stouff.* Vous il fut  
 me disseisistes, prest par assise. — ALD. Bien veigne agarde bon.  
 lassise. — *Gayn.* Y nul il respond a moy. — ALD. Quei Vide supra  
T. ii. tali  
brevi.

<sup>1</sup> MS. dune.<sup>3</sup> MS. derr.<sup>2</sup> MS. bien.

A.D. 1338. BURGH. What &c.—*Gayneford*. Sir, I hold it as portion of my vicarage.—ALDEBURGH. That is of no consequence, for if you be tenant by disseisin you may hold it as portion, and you have not pleaded that you found your vicarage seised.—*Gayneford*. No, Sir, for it should be pleaded to the assise.—ALDEBURGH. You say truly; and if it be assigned that a certain thing is portion of the vicarage of which he is ousted by the parson or some other person, what recovery will the vicar have?—*Gayneford*. If the parson oust him the suit will be made to the Ordinary.—ALDEBURGH. Ought the Ordinary to meddle with a freehold? I think that a Prohibition would prevent him.—And quære, because they allege divers opinions.—Afterwards the assise was awarded, but was not charged with regard to the challenge of the death or the estate of the vicar.—And the assise said simply when the plaintiff was disseised, but not of as much as was put in the plaint, which was 100 feet in length and 10 in breadth.—ALDEBURGH and BASSET. Of how much is he disseised.—THE ASSISE. Sir, we do not know anything about the quantity.—THE COURT. By our faith, you must say.—*Stouford*. They need not, for delivery will be made by the view of the jurors.—ALDEBURGH to the assise. Has he put more in view than that whereof he is disseised?—THE ASSISE. No, Sir.—Wherefore it was adjudged that he should recover the tenements put in view, without amercing the plaintiff for that he complained of more than he was disseised of. But STONORE did differently. And note that some thought that if *Gayneford* had alleged in time that he had found his church seised, or that he had purchased it as an annexation to his vicarage and that thus it was a portion of his vicarage, ready by the assise, they would have inquired thereof, and on its being found would have abated the writ &c. Quære. And it was said that SCHARSHULLE by that strict mode of plea put the plaintiff to answer to the challenge. And note that in the Bench when a continu-

&c.—*Gayn.* Sire, qe jeo nel tieng come porcion de ma A.D. 1338. vikarie.—*ALD.* Cel nast il mester, qe si vous seiez tenaunt par vostre disseisine vous purrez<sup>1</sup> tener com portion, et vous navez mye pledez qe trovastes vostre vikarie seisi.—*Gayn.* Sire, noun, qe ceo serroit plede al assise.—*ALD.* Vous ditez verite, et si assigne soyt porcioun vikarie un serteyn de quel il est ouste par person ou autre, quel recoverir avera le vikare?—*Gayn.* Si la persone luy ouste la suyte serra fait al ordiner.—*ALD.* Deit ordiner se meller de fraunctement? Jeo crei qun prohibicion ly destourbera. Et quære quia alleggent divers opinioun.—Puis fut lassise agarde et pris meyns charge del chalenge del mort ne del estat le vikaire. Et lassise dit sengle quant le pleyntif fut disseisi, mes ne my de taunt com il fut mys en pleynte, [qe] fuit de c. pies en longure et x. en larjour.—*ALD. BASSET.* De com bien est il desseisi?—*LASSISE.* Sire, nous ne savoms mye nul rien la quantite.—*CURIA.* Par foy il vous covient dire.—*Stouff.* Non oportet, qe le liver serra fait al vieu des jurours.—*ALD.* al assise. Ad il mis plus en veu mes cel de quei il est desseisi?—*LASSISE.* Sire, nanil.—Par quei agarde fut qil recoverast les tenementz mis en vieu saunz mercier le pleyntif pur taunt qil se pleigne de plus qil ne fut disseisi. Sed *STONORE* fecit alias. Et nota quod aliqui intellexerunt quod si a tens *Gayn.* ust allegge qil ust trove sa eglise seisi ou qil est purchase com annex a sa vikarie issint porcion de sa vikarie, prest par assise, il ussent de ceo enquis et cel trove abatu le bref &c. Quære. Et dictum fuit qe *SCH.* par cel dreit manere de plee mist le pleyntif a responder al chalange. Et nota qen baunk qaunt continuaunce est pris al primer jour

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<sup>1</sup> MS. priez.

A.D. 1338. ance is taken at the first day the assise will be called notwithstanding, and if they make default they will be amerced, but in the country by a continuance taken the assise will not be called or amerced &c.

Quid juris  
clamat,  
where the  
note was  
amended in  
the same  
court.

§ In a Quid juris clamat the tenant came and claimed to hold for term of his life, and the Court had knowledge that there was a flaw in the note, inasmuch as it said "James acknowledged &c. A. de B., and granted that "the same tenements which ought to revert to B. should "remain to B.," and it was straightway amended by the chirographer in the Bench, and the party put to claim attorned &c.

§ ALDEBURGH said that if a clerk put himself [on the country] for good and for evil, and be found guilty, and the Justice knows properly that he is a clerk, having accidentally learned it, although the Ordinary will not challenge him, he shall not be hung; as it happened with regard to Lacy. If a man say that he is a clerk, and because the Ordinary is not there he is sent back to prison, and at another day he waives his clergy and puts himself &c. and is found guilty, and then says he is a clerk and the Ordinary does not demand him, he will be hung (for some one must be his judge) as it happened to Cukette Dancri who was refused by the Ordinary.

Protection.

§ In a Quare non admisit by R. in the King's Bench &c. against the Bishop of Lincoln, a Protection was not allowed; for the writ is only for the purpose of doing execution on the Quare non admisit where a Protection does not lie.

Assise,  
where a  
thing  
found by  
verdict of  
which they  
had no  
cognizance  
was of no  
effect.

§ In an assise of Novel Disseisin one gave tenements to B. and his wife without saying more in the gift, and bound himself and his heirs to warranty to B. and his wife in fee tail; and then B. and his wife had issue two daughters; the wife died, and the husband took another wife and they had issue a son who entered on the tene-

lassise<sup>1</sup> serra demande non obstante, et sil fount de- A.D. 1338.  
faut amercie, mes en [pais] par continuaunce pris  
assise ne serra demande ne amercie &c.

§ En un Quid juris clamat le tenant vient et clama Quid juris  
a terme de sa vie, et la court par ascent qe vice fuit <sup>clamat,</sup>  
en la note, en tant come ele voleit "James conusoyt <sup>ou la note</sup>  
" &c. A. de B. et graunta mesme les tenementz qe a <sup>fut amende</sup> la place.  
" B. duissent revertir remcignent a B." et note<sup>2</sup> fuit  
amende par cirograffer tut dreit en bank, et la partie  
mis a clamer attourna &c.

§ ALD. dit qe si un clerk se mette de bon et de Corona.  
mal, et trove coupable et Justice sovent proprement  
qil est clerk par taunt par chaunce qil list apri, mes  
ordinare ne luy voille pas chalanger, qil ne serra mye  
penduz; sicut accidit de Lacy. Si homme dist qil est  
clerk et pur ceo qe ordinare niest pas il est remande  
a la prisoun, a autre jour il rehnya sa clergie et se  
mette, et trove copable, et puis dit qil est clerk, et  
ordinare ne luy demande mye, il serra penduz, il  
covient qe ascun homme soyt soun juge, sicut accidit  
de Cukette Dancri qe fut refuse par lordinare &c.

§ En un "quare non admisit" par R. in banco Protexi-  
Regis &c. vers levesqe de Nicole proteccion nient alowe, <sup>oun.</sup>  
qe le bref nest mes affere execucion del quare non  
[admisit] pas ou protexion ne gist pas.

§ En un assise de novele disseisine ou dona tene- <sup>Assise, ou</sup>  
mentz a B. et sa femme saunz plus dire en le doun, <sup>chose trove</sup>  
et obliga ly et ses heirs a garrantie a B. et sa femme <sup>pur verdit</sup>  
en fee taille; et puis B. et sa femme avoient issue <sup>pas en</sup>  
deux filles, la femme devie, le baroun prent autre <sup>four</sup>  
femme et avoient issue un fitz qentra en les tene- <sup>conissance</sup>  
effect. <sup>fut de nul</sup>

<sup>1</sup> MS. la seisine.

| <sup>2</sup> MS. nte.



A.D. 1338. ments after the death of his father; the two daughters ousted him; the son brought his assise; the daughters pleaded that the land was given in fee tail, but they had not the charter there. Then the assise was taken, and they said how the land was given by a charter which had these words "I have given to B. and Isabella his wife. And I A. will warrant to B. and Isabella and the heirs of their bodies." And because it did not lie in their cognizance that the warranty should operate as an entail, they adjudged that the son should recover.—It would have been otherwise if the charter had been shown &c.

Assise of  
Novel  
Disseisin.  
Agreeing  
with this is  
Michael-  
mas term  
anno 7.  
above, in a  
similar  
writ.

§ One Alice brought the assise against Isabel. Isabel said that their common ancestor died seised, after whose death they entered on that land with other land, and partition was made, so that the tenements demanded were allotted on the partition to Isabel; judgment if an assise &c.—Alice said that partition was never made of the said tenements, ready &c.—The assise was taken and charged if partition was made or not, and if not then say if the plaintiff was disseised.—And so note that when the plea was at issue on a traverse in bar, the assise said that a partition was not made, and that the plaintiff was seised and disseised. It was adjudged that the plaintiff should recover a moiety.—[Alice.] And we pray judgment to hold in severalty.—ALDEBURGH and SCHARSHULLE. You are to recover your first estate and that was in common; and a writ of partition lies to make partition.—*Gayneford*. Herle at the request of a plaintiff adjudged him to recover in severalty.—SCOT. Yes, that is correct in the case of parcenary, but otherwise in the case of joint-tenancy on account of the "jus accrescendi" &c.—THE COURT. We will consider of it.—And note that the plaint was made for a moiety.—And then it was adjudged that she should recover in severalty. And it was said by the Justices that Sir H. Lescoppe once held land by joint-purchase with another,

mentz apres la mort soun pere ; les deux filles luy A.D. 1338.  
 ousterount ; le fitz porta soun assise,<sup>1</sup> les feilles pledunt  
 et la terre fuit done en fe taille, mes ils navoient pas  
 chartre la ; puis assise fuit pris, et descient comment  
 la terre done par un chartre qe voleit ceux paroules  
 " dedi B. et Isabellæ uxori ejus. Et ego A. war-  
 " rantizabo B. et Isabellæ et heredibus ipsorum exeun-  
 " tibus." Et pur ceo qe garrantie no cheit mye en  
 lour conissaunce qe devereit faire la taille ils agard-  
 erent qe le fitz recoverast. Secus esset si la chartre  
 usse este moustre &c.

§ Un Alice porta lassise vers un Isabelle. Isabelle Assise de  
 novelle  
 disseisine.  
 Concordat  
 supra M 7.  
 tali brevi.  
 dit qe lour comune auncestre morust seisi, apres qi  
 mort eles entrerent en ceste terre ovesqe autre terre,  
 èt purpartie se fit, issint qe les tenementz demandez  
 furent allotez par purpartie a Isabelle ; jugement si  
 assise.—Alice dit purpartie ne se fit unques de mesme  
 les tenementz, prest &c.—Lassise pris et charge si  
 purpartie se fit ou noun, et si noun ditez si le pleyntif  
 fuit disseisi.—Et sic nota qe quant le pleee fut a  
 issue sur travers de barre Lassise dit purpartie ne se  
 fit mye, qe le pleyntif fut seisi et disseisi. Agarde  
 qe le pleyntif recoverast la moite. Et nous prioms  
 jugement a tener en severalte.—ALD. SCH. Vous  
 nestes a recoverer vostre primer estat et ceo fut  
 comune, et bref de participacion gist a faire la pur-  
 partie.—*Gayn.* Herle a la request le pleyntif agarda  
 a recoverer en severaute.—*Scot.* Oil, il est resoun en  
 parcenerie, secus en joyntenaunce pur le jus acres-  
 cendi &c. *CURIA.* Nous aviseroms.—Et nota qe la  
 pleynte fut fait par moite. Et puis fut agarde qil  
 recoverast en severalte. Et dictum fuit a Justiciariis  
 qe ascun temps Sire H. Lescoppe tient un terre par

<sup>1</sup> MS. seisine.

A.D. 1338. and did not know how they could make a severance, and Barr. ruled in an assise that he should hold in severalty; and it was done so by judgment. And then some of the Justices said that it was by favour. But there is a concordant decision above in Trinity term in the 10th year by Willoughby in a similar writ in the King's Bench.

Assise of  
Novel  
Disseisin,  
where the  
tenant said  
that the  
tenements  
were  
ancient  
demesne,  
and the  
other can  
have a  
simple  
averment  
that they  
are frank  
fee, without  
showing it  
by a  
special  
deed.

§ In an assise of Novel Disseisin, *Pole* said, The tenements mentioned in the plaint are said to be in Forde; we say that the manor of Forde is ancient demesne; judgment if the court ought to take cognizance.—And because it may be that there are two manors in Forde, one frank fee and the other ancient demesne, the exception was not allowed, notwithstanding that *Pole* said that it ought to have been pleaded.—*Pole* said that the tenements were holden of the manor of Forde, which is ancient demesne, judgment &c.—*Stouford*. Will you say thus,—The tenements are ancient demesne?—*HILLARY*. He need not, for that is understood.—And notwithstanding, *Pole* said thus, The tenements are ancient demesne, judgment.—*Stouford*. You must say they are parcel of the manor.—Nevertheless the Court held that *Pole* had said enough.—*Stouford*. We will imparl.—On the morrow he offered to aver that the tenements put in view were frank fee.—*HILLARY* and all the JUSTICES. You shall not get to that without saying how, since the gross is not denied to be ancient demesne.—*Stouford*. Such a plea was received in old times.—*HILLARY*. But the new mode is better.—*Stouford*. How can I show a thing which happened before time of memory? And I will aver that it is frank fee, and has been so from time whereof memory &c.—*THE COURT*. If you would assemble the assise, you must say how; your issue is not intelligible without a cause &c.—And then by the assent of the whole Court he was ousted from the averment that it had been ancient demesne from time whereof &c.—*SCHARSHULLE* said that what is holden of a manor is

joynte purchace ovesqe un autre et ne savoit coment A.D. 1338.  
il pount faire severaunce, Barr. ordina par assise  
severalte, et ita factum fuit per judicium. Et tunc  
aliqui Justiciarii dicebant qe ceo fut par favour. Sed  
concordat supra Trin. x. 201 foll. tali brevi par Wyl  
legby in banco Regis.

§ En un assise de novele disseisine, *Pole*. Les tene- Assise de  
mentz dount la pleynte en Forde, nous dioms qe le novele  
manir de Forde est aunciene demene, jugement si disseisine,  
court deyve conustre. Et pur ceo qil punt estre qe ou le  
deux manirs pount estre en Forde, lun fraunk fee et tenant  
[lautre] aunciene demene, non allocatur exceptio, non [dit] qe les  
obstante qe *Pole* dist qe ceo dust avoir este plede.— tenementz  
*Pole* dist qe les tenementz furent tenuz del manir de furent  
Forde qest aunciene demene, jugement &c.—*Stouff*. aunciene  
Volez dire issint, les tenementz aunciene demene?— demene, et  
HILLARY. Non oportet, qe cest entendu.— la put  
obstante *Pole* dit issint, les tenementz aunciene de- aver un  
mene, jugement.—*Stouff*. Vous dirrez parcel de manir. simple  
Non obstante la court tient *Pole*<sup>1</sup> avoit dit assez.— averement  
*Stouff*. Nous empareroms.—In cras tendi daverer qe qe frank  
les tenementz mys en soun fraunc fee.—HILLARY et fec sauuz  
omnes JUSTICIARII. Vous navendrez mye sauuz mous- moustrer  
trer coment, pus le gros est nient dedit estre aunciene ceo en fet  
demeyn.—*Stouff*. Tiel plee fut resceu auncienment.— especial.  
HILLARY. Mes la novel manere vaut meuz.<sup>2</sup>—*Stouff*.  
Coment pūise jeo moustrer chose qavient avant  
memorie? Et jeo voille averer qe cest fraunc fee et  
ad este de temps dount memorie &c.—CURIA. Si vous  
covenez lassise vous dirrez coment; vostre issue nest  
pas entendable sauuz cause &c.—Et puis par acord de  
court il fuit ouste de laverrement qest aunciene de-  
meyne de temps dount &c.—SCH. dit qe ceo qest tenu

<sup>1</sup> MS. Peier.| <sup>2</sup> MS. mauz.

A.D. 1338. in a manner parcel of it. But *Pole* would never say expressly that it was parcel: but because the Court took it in that way *Stouford* offered to aver that it was not parcel, ready &c.—And the other side said the contrary.

Default, where in order to save it he said that he was imprisoned, and the other could not have the averment that he was not, without saying that he was at large.

§ A man held to a default in a plea of land.—*Gayneford* alleged that he was taken on such a day in such a vill by a sheriff, by virtue of a writ which came out of the Exchequer, and detained until such a day, which was long after the day in court when the sheriff brought him into the Exchequer; and he assigned the day of the taking to be before the day of the default.—*Stouford*. You have not said where the tenant was on the day when the default was made.—THE COURT. When he says that he was taken in such a vill and detained, it will be understood that he was in prison in the same vill.—BASSET. A man may be in prison for ten days, and yet not know where he is.—*Stouford* imparled, and said, Sir, the facts are different, for he was in prison in such a place and on such a day and remained there in prison until such a day.—THE COURT. We hold that what *Gayneford* has said and what you say are all to the same purport.—Wherefore *Stouford* said, Whereas he says that he was in prison in such a vill on the day of the default, ready that he was not.—THE COURT. Let it be entered.—It seems that the issue should be, He was at large and not in prison.—Afterwards on the morrow it was adjudged that the issue should be, He was at large and not in prison.—*Stouford*. We think that, when he states where he was in prison, if it be found that he was not in prison there, the finding will be for us; and of that opinion we are.—And so note that a man may be in prison in a vill and yet not know he came there &c.

Process, one who has the full return.

§ A Justices for a Debt was sued against executors directed to the sheriff of Northampton, and the plaintiff sued a Pone because the defendants by colour of a cer-

de manir est par manere parcelle.—Mes *Pole* voloit A.D. 1338. unques dire expressement parcelle; mes pur ceo qe court le prist a tiel entent *Stouff.* tendi daverer nient parcelle, prest &c.—Et alii e contra &c.

§ Un homme soi tient a un defaute en ple de terre. Defaute, ou pur  
—*Gayn.* aleggea qil fuit pris en tiel jour en tiel vile saver le il  
par un vicomte par un bref [qe] vient hors de Esche- dit qil fut  
ker et tenuz tanqe a tiel jour qe fuit long temps apres enprisonne  
le jour en court qe le vescomte ly mena al Escheker, et laltre  
et assigna la jour de la prise avant le jour de la de- ne put aver  
faute.—*Stouff.* Vous navez mye dit ou le tenaunt fuit laverement  
jour de la defaute fait.—*CURIA.* Quant il dit qil fuit qe noun  
pris en tiel ville et detenuz, homme ly entendra qil fuit saunz dire  
en prison en mesme la ville.—*BASSET.* Homme puit a large.  
estre en prison x. jours; et sil ne soyt ou il est.—  
*Stouff.* emparla, et dit, Sire, le manere est altre, qil  
fut en prison en tiel lieu et tiel jour, et en prison  
illoeqes demor tanqe a tiel jour.—*CURIA.* Nous tenoms  
ceo qe *Gayn.* ad dit et ceo qe vous ditez tut dun enten-  
dement. Parquei *Stouff.* dit, la ou il [dit] qil fut en  
prison en tiel ville jour de la [de]faut, prest qe noun.  
—*CURIA.* Soynt entre. Videtur qe lissue serroit, a large  
et pas emprisonne.—Puis a [len]demeyn fut ajuqe qe  
lissue serreit, a large et nient emprisonne.—*Stouff.*  
Nous entendoms qaunt il dona ou en prisoun, si trove  
seyt nient en prisoun illoeqes trove serra pur nous;  
de tiel entent sumes nous.—Et sic nota qun homme  
puit estre en prisoun en ville et embe qil ne savera ou  
il devendra &c.

§ Un Justicies sur dette fut siwy vers executours al Proces qui  
vicomte de Northampton, et le pleyntif siwist un Pone plenum  
quia les defendauntz par culere quandam quietam cla- returnum  
habuit.

A.D. 1338. tain quit-claim &c., and the sheriff returned to the Pone that he had returned the first Justices to those bailiffs who had the full return that they might hold the plea, and to whom he had returned the Pone, and that they did nothing by reason of the writ. The executors came and prayed a remedy.—SCHARSHULLE. They can have a “non omittas”; let him go to the Court to remove the parole.—*Malberthorp*. Such a writ never issued out of this court; for the Pone does not warrant land after the second writ, because the first Pone supposes the plea to be continued.—And some said that he ought to have a Pone beginning according to his case, “Let him go to the court of such an one who has the full return &c.” Quære whether the record or the Pone. —Afterwards a Pone was adjudged and an “Omit not by reason of any liberty &c.”—*Assche* had a writ rehearsing all the case and the tenor of it, and at the end “We command you that you do not omit, by reason of any liberty, taking with you &c., to go to the court &c.”—And because the original Pone was simply directed to the sheriff and did not make mention of the return as the writ ordered, only rehearsing the case, and at the end “so we command you that you do not omit &c. to put the plea &c., and tell the party to be at York,” without saying “Let him go to the court of such an one” &c.—And it is said that the sheriff &c. on that writ may make the removal. And it was said by the Justices that properly the original Pone ought to have been framed on the case, as it appears above, “let him go &c. who has the full return &c.”

Novel  
Disseisin,  
where the  
tenant  
pleaded  
out of the  
point of  
the assise,  
and yet the  
others had

§ In an assise of Novel Disseisin one answered as tenant and pleaded a release in bar, which was denied; the others pleaded by bailiff. It was doubted in court if a day should be given to the coadjutors.—SCHARSHULLE. It was the custom in old times.—HILLARY. Yes, in those times &c.; for even if the Justice found it was not the deed of the plaintiff he would inquire over of the

mantiam &c., et le vicomte retourna le pone qil avoit A.D. 1338. retourne le primer Justicies a tieux baillifs qavoient pley n retourne queux tiendrent le plee et as quex il avoit retourne le Pone, qe rienz ne fesoient pur le bref. Les executours vindrent et prierent remede.—SCH. Ils pount aver un “ non omittas,” qil aille al court de remuer la parole.—*Malb.* Tiel nissit unqes hors de ceinz, qe le quele Pone ne garant pas terre puis le secunde bref, eo quod le primer Pone suppose le plee estre continue. Et aliqui dicebant qil duist aver eu un Pone al commencement fesaunt en un son cas “ accedat ad curiam “ un tiel qui plenum returnum habet &c.” Quære utrum recordum vel Pone.—Puis agarde fuit un Pone et “ non omittas propter libertatem &c.”—*Assche* fit en un bref rehersaunt tut le cas et tut le tenour, et en la fyn “ tibi precipimus quod non omittas propter libertatem quod assumptis tecum &c. accedere ad “ curiam &c.” Et pur ceo qe loriginal pone fut sengle direct al vescount nient fesaunt mension de le retourne come ordena bref soulment rehersaunt le cas, et in fine “ ideo tibi precipimus quod non omittas &c. quin ponas loquelam &c. dic parti quod sit apud Eborum ” saunz dire “ accedat ad curiam talis &c.” Et dicitur qe le vicomte &c. pur ceo bref puit faire remuement. Et dictum fuit per Justiciarios qe proprement loriginal Pone dust avoir este forme sur le cas ut patet supra, “ accedat &c. qui plenum returnum habet &c.”

§ En un assise de novele disseysine un respondi com tenaunt et pleda relees en barre, et dedicatur; les autres plederent par baillif. Dubium fuit in Curia si jour done serroit a les coadjutours.—SCH. Ceo fut auncienment use.—HILLARY. Oil, a tiel temps &c., mes qe Justice trove nient le fait le pleyntif il enquerre

Nova disseisina, ou le tenant pleda hors de point d'assise et unqore les autres avoient jour en



A.D. 1338. disseisin : wherefore then it was fit to inquire of all ;  
 a day in but we do not so now : wherefore we can not give a day  
 court, and to the coadjutors, for the plea is out of the assise.--  
 one inquest was taken, SCHARSHULLE. It would be a great mischief to amerce  
 to wit as to the sheriff.—And then it was adjudged that the same  
 one by way of an in- persons should form a Jury as to one, and an assise as  
 quest and to the to the others, and a day was given to all : and thus it  
 others by way of was entered on the roll. Therefore let a Jury be taken  
 assise. against such an one and an assise against the others &c.

Note,  
 the diffe-  
 rence of  
 making  
 estreats in  
 an assise  
 in the  
 Bench and  
 in the  
 country.

§ Item note that SCHARSHULLE said that when an  
 assise stands over for default of some of the jurors he  
 will enrol " The assise stands over by the default of such  
 " an one and such an one " so that I can make my  
 estreats by the roll, and in a writ to certify the Ex-  
 chequer by my rolls on such defaults that such an one has  
 denied the default, and then I will deliver the panel to the  
 sheriff, to array the panel against &c.--HILLARY and  
 some Justices enrol nothing but " the assise stands over  
 " for the default of such an one and such an one " ; for  
 if by the default of some the assise stands over the roll  
 will say " the assise stands over by the default of jurors,"  
 and by the panel estreats will be made. And with this  
 the clerks agreed. And this may well be in the Bench  
 where the panel always remains in the Bench. But it  
 is otherwise in the country, where the panel will be  
 delivered to the sheriff &c.

Note.

§ A man was convicted of a trespass with force and  
 arms : wherefore a writ issued to take him. He came and  
 showed the King's pardon of the fine for the trespass,  
 and it said " so that on that account he be not troubled  
 " or molested " ; and he prayed a Supersedeas, that he  
 might not be taken.

Right, for  
 a man in  
 religion  
 who had

§ In a writ of right which a Dean and Chapter brought  
 against a certain prebendary who joined the mise, the  
 demandant imparled and did not come back.—*Gayneford*

outre de la disseisine; par quei donques covensist den- A.D. 1388.  
 quere de touz; mes nous ne fesoms mye ore issint; court et  
 par quei nous ne poms doner jour as coadjutours, qar enquest  
 le plee est hors dassise.<sup>1</sup> — SCH. Ceo serroit grant pris, saver  
 meschief pur damercier vicomte.—Et puis fuit agarde en leu  
 qe par un mesme genz serroit la Jure pris en dreit denquesto  
 de lun, et lassise vers autres, et jour done a touz: autres en  
 issint fut entre en roulle. Ideo capiatur un Jure vers &c. leu dassise  
 un tiel et assise vers autres &c.

§ Item nota qe SCH. dit qaunt assise remeynt par Nota qe  
 default des ascuns jurours il enroutlera "Assisa re- diverse de  
 "meynt par default un tiel et un tiel," issint qe jeo fere  
 puis faire mes estre par roulle qe en bref dascerter en assise  
 lescheker par mes roulles sour tieux default qun este en pays.  
 a dedit de la default, et donques jeo baillera le panelle  
 au vecounte darraier le panelle contra &c. — HILLARY  
 et ascun Justices nenroulent riens qe "assisa re-  
 "manet pro defalta talis et talis": qar si la default de  
 lun assise remayn roulle dirra "assisa remanet per  
 "defaltam juratorum," et par le panel estretes serront  
 fetes. Ad hoc concordant clerici; et hoc potest bene  
 esse in banco ou le panel demoreit tut temps en bank.  
 Secus in patriam ou le panelle serra baille au vicounte  
 &c.

§ Un homme fuit ataynt dun trespas a force et Nota.  
 armes, par quei bref issit del ly prendre. Il vient et  
 moustra pardon dun Roy de la fyn du trespas, "eo  
 "quod ea de causa non gravetur seu molestetur," et pria  
 supersedeas qil ne fut pris.

§ En un bref de dreit qun Dean et Chapitre porta Dreit, pur  
 vers un tiel provandre qe joynt la mise le demandant em- homme de  
 parla et ne revient<sup>2</sup> pas.—Gayn. pria jugement.—CURIA. religion qe  
 avoit  
 jugement.

<sup>1</sup> MS. disseisine.  
 Q 966.

| <sup>2</sup> MS. revient ne vient.  
 Q Q

A.D. 1338  
final  
judgment  
but ex-  
ecution  
was stayed  
until &c.

prayed judgment.—THE COURT. Yet a writ to quash the mise is not sued.—*Gayneford*. The land is amortized in the hand of the tenant, and we have seen in a writ of Advowson seisin and execution awarded without inquiry.—HILLARY. Yes, there the King's charter and a deed of appropriation were put forward; not so here.—*Gayneford*. Still we shall have judgment for them immediately.—SCHARSHULLE. We will consider of it.—Judgment was afterwards given that the Prior should recover to hold to him and his successors quit of the prebendary and his successors for ever, but execution was stayed until &c. And note that the prebendary had not prayed aid.

Account.     § In a writ of Account the defendant was outlawed in the county court, and came into the Bench and wished to surrender in order to have a charter [of pardon]; and then the Exigend was not returned on the day when it ought to have been: wherefore the Court did not hold the outlawry to be of record, and told the plaintiff to sue a new Exigend.—So note, because it is hard &c.—And the defendant was bidden Adieu &c.

Assise, see  
the con-  
trary by  
HERLE in  
the Not-  
tingham  
iter.

§ In an assise of Novel Disseisin which a woman brought for two parts of a manor, some of the defendants answered as tenants and said that the entire manor was in the vill named in the writ and in another vill not named &c.; judgment &c.; and if it be found &c., one Alice answers as tenant of a third part of two parts of the manor, and says that the tenements are in the ward of one J. Moubray who assigned the same tenements to her as dower, and thus she holds, and is ready to be intendant to whomsoever the court shall direct.—The Assise was charged by SCHARSHULLE thus;—Good people, as to what she has pleaded in abatement of the writ, try you first the challenge, and if the challenge be false, then inquire if the plaintiff was seised as she complains.—And *Pole* said, You ought to inquire of the woman's

Unquore nest une quasse la mise siwiz.—*Gayn.* La terre est amorti en la mayn le tenant, et nous veioms en un bref davoweson seisine et execucion agarde saunz enquere.—*HILLARY.* Oil, la fut chartre de Roi et fait dappropriacion mis avant; non sic hic.—*Gayn.* Pur deux unqore averoms jugement mentenant.—*SCH.* Nous aviseroms &c.—Jugement fut rendu puis qe le Priour recoverast a ly et a ses successors quitz del provandre et ses successors a touz jours, mes execucion cesse quousque &c. Et nota hic qe le provandre navoit mie prie eide.

§ En un bref dacompte le defendant fuit utlage en compte. counte, et vient en bank et se voleit rendre pur aver la chartre, et donques ne fut mie lexicent retourne al jour qil deveroit; par quei la court ne tient pas la utlagerie de recorde, et moustra le pleyntif de siwer un novel exigent. Sic nota, quia durum &c. Et le defendant ala adieu &c.

En un assise de novele disseisine qun femme porta de deux parties dun maner, asquns responderent com tenantz et disoient qe le maner entier fut en la ville nome en bref et en autre ville nent nome &c., jugement &c; et si trove soit &c., un Alice respond come tenant de la tierce partie de deux parties du maner, et dit qe les tenementz sont en la garde un J. Moubrai qe mesme les tenementz a ly assigna en dower, issint tint ele, et prest est destre entendant a qi qe la court agarde.—Lassise fuit charge pur *SCH.* issint, Bonz gentz, a quei qe ad plede en abatement de bref, triez primes le chalange, et si le chalange soy faux enquerez dunques si le pleyntif fut seisi com il se pleynt.—Et dist *Pole*, Vous devez enquerre du plee la femme.—

*Assise.*  
Inde vide  
tamen  
contrarium  
per *HARLE*  
in itinere  
Notyng-  
ham.



SCH. Si voloms, quant nous trovoms pur verdit qe le A.D. 1338. pleyntif fut disseisi,<sup>1</sup> et nent avant. Et sic nota, et quære si diversite soyt entre les deux cas ou heir le baroun porte assise vers la femme qest tenaunt en dower par assignement le disseisour le heir et vers le disseisour, en quel cas asquns dient qe la femme pleda en barre vers le heir le baroun; mes en le cas qore stent meyns empledaunt la femme ne fit nul mencion del heir soun baroun, pur quei nul ne put savir le quele leir le baroun fut nome ou noun.—Et puis lassise dyt qe le bref fut bonne et qe le pleyntif fut seisi par feffement un tiel a terme de sa vie et disseisi par A. et B. nomez en le bref.—SCH. Fuit la femme qe clayme dower a la disseisine? —LASSISE. Sire, nanil.—SCH. Bien ditez. Nous dioms donques si son estat soyt tiel come el ad dyt: et rehercea a eux soun plee. —LASSISE Sire, oil.—SCH. Fuit ele de dreit dowable? —LASSISE. Sire, oil.—SCH. Le quel fut il espose, avaunt le feffement fait a le pleyntif ou puis? —LASSISE. Sire, devant.—SCH. A quel damage de lentier? qe por taunt porroms saver de deux parties. —LASSISE. De x. marcs. —*Gayn.* Ore est trove qe nous avoms un garrantie, par quei nous devons recoverer. —SCH. Qaunt la dame est de dreit dowable de dreit de plus haut, et la femme acquite de la disseisine vous ne recoverez riens; mes par cas si la femme ust este a la disseisine faire, mes quel ne fut mye dowe, il serra autre.—Nota STONORE demanda si le heir le baroun fut nome en le bref. Dictum quod sic. Nescio ad quem effectum fuit.—In cras, *Gayn.* dit qe Sire<sup>2</sup> William Herle en leire de Bedford pur un purchace agarda qil recovereit en ceo cas par assise. —[CURIA] una voce. Vostre livere est faux. Et agarda qe le pleyntif ne recoverast fors qe les deux

<sup>1</sup> MS. dist.| <sup>2</sup> MS. de qi si.



parties &c. Et nota *Malh.* dit qil ne serroit mye entre A.D. 1338. en roulle<sup>1</sup> qe la femme serrit entendans &c., qe la lei le suppose.

§ En un oir [et] terminer al primer jour les Justices voleint enquire des autres qui male fecerunt. Un vient pur le Roi et mist avant un bref qe porta cove pro Thoma de C. qe fut pleyntif qe si la pleyntif desavowa qe ceo fut sa siwite; par qei le bref fut rebaille saunz overer; et plusours furent enditez vers queux issit un venire facias retournable, a quel jour un mist avant un autre bref, et cove fut "pro Rege," qe fut entre, et rehercea le primer bref qe fuit tiel, qe soyt ordine par estatut qe oier et terminer ne soyt grante nisi enormi transgressioni, et cest oier et terminer nest mes abatre des arbres sicut constat nobis par tieles roules cancellariæ nostræ quæ non est enormis transgressio: sure quei autre foyth vous mandoms un bref de supersedeas par quiel vous ne feistes nent, en contempt de nous, nous vous mandoms unquor qe vous surescoiez &c. — *Thorpe* pria qils surseent le pleynte. Par quei *Stouf.* mist avaunt un bref desouz<sup>2</sup> la targe de pusne le temps qe ne fut le dreyn bref comaundaunt qil alassent avaunt en lour &c. secundum legem &c. non obstante ascun contre-comandement devaunt. — *Thorpe.* Par le bref vostre comission repelle et un bref ne fait mye un novel comissioun. — SCOT. Il est veirs si homme teigne comissioun repelle ele ne puit my revifie par cest bref; mes nous sumes en doute et nous aviseroms; et fetz demander les enditez. Et les ajourna tanqe a lendemeyne en mesme lestat. — *Thorpe.* Vous ne les poiez ajourner eynz qe vouz sachez qe vouz eiez comissioun. — SCOT. Ceo nest mye proprement ajournement, mes sursise davisement &c. — Et puis par avisement des

Oier et terminer, ou comission des Justices fut repelle par bref, et pus revifie par une lettre de souz la targe quele lettre fut de puisne tens &c.

<sup>1</sup> M.S. ville.

| <sup>2</sup> MS. des soynes<sup>2</sup>





Justices de comun bank agarde fuit processe devers le A.D. 1338. defendant, come vers ceux qe ne deverount mye susere pur le primer bref, del houre qe le bref le Roi lour comanda daler avant. — Puis apres contre les arbres copez, le defendant, par *Trew.* clama illoeques estovers, et par cel cause avowa lempporter saunz rienz faire encontre la pees, [et] demandoms jugement si tort en eux put estre assigne.—SCOT. Ceo plee est plee de Eire ou vouz devez relire lissue sur point du bref &c. — Et puis pleyntif se dit qe le defendaunt avoit dit prest. Et puis [a] la court sembloit qe lissue serroit en effect qil avoit a force &c. saunz ceo qe le defendaunt eit estovers; par quei lissue fut issint en roulle, non obstante qe le plee ne fuit my espresment plede. Et sic nota.

§ Al petit cape retournable la femme fut assone de service le Roi, et al jour assigne par lessone la femme vient et ne porte mye garrant: le baroun qe primes aparust fuit ore essone de servise le Roy; par quei *Trewe.* pria seisine de terre, eo quod la femme est meet &c., et ore ne porte mye soun garrant qe sarra auxi heigneus com si ele ust ore fait defaute.—CURIA. La femme ne serra my mys a mettre avant garrant ne a nul autre plee en absence soun baroun; et ele puit estre resceu. Par quei lessone fut ajuge et ajourne. Ad alium diem la [femme] put mettre avant soun garrant: et sic &c.

§ Un homme se tient a un defaute a un petit cape. Defaute  
La partie vient mesme et dit par atourne qe viii. saver par  
jours avant la somons del "nisi prius" en Cornewaille, enprisonement ou la  
et il pristront lour chimyn vers Herford en pil- cause dilla  
rimage et se mistrent en lewe de Severn et par tempest faute fut le  
furent chacez en le counte de Cardoille, et illoeques fet lat-

A.D. 1338. they were alien spies, they were imprisoned in such a place and there detained until the feast of St. Michael, which was long after the sittings. — SCHARSHULLE said privately that it was foolish for the attorneys to go on the water and trust to God's taking care of them: wherefore he said deliberately that that thing did not excuse them.—The party was put to say where they arrived; and he said at Carlisle—Then *Gayneford* said that on the day of the Nisi Prius these same attorneys appeared in other pleas between other parties, wherefore they could not say that they were elsewhere.—I think that they said that their going on the water was before the sittings &c. And note that all the Justices were of SCHARSHULLE's opinion that a man who goes on the water cannot excuse himself by reason of a tempest. The reason may be because it is not out of the kingdom.—*Stouford*. No, truly it is not a reason, for they might have gone by land.—I think this was only said ex abundantia and as to the other.—Wherefore *Gayneford* said that the attorneys appeared.—The Court held it for a true opinion that the Justice at Nisi Prius can not record the names of those who make default at inquests, and particularly what happens in the same plea, and can in a plea record nothing that happens in another plea.—Note. But perhaps it is different in the Bench: and the reason may be that they can not record that it was the same person who appeared in the other plea who was attorney in this plea &c. But because the day of the imprisonment was so long before the Nisi Prius that he could have come to the Nisi Prius sufficiently in time if he had been at large, the opinion was that that imprisonment would excuse him and the jury would have been taken from Carlisle. Wherefore because he wished the first issue, if the demandant would release they would re-bind him.—*Gayneford*. To release the default in order that he may the sooner arrive at all his right, so that on the imprisonment &c.—And then *Gayneford* said that he would hold to the

attorney,  
and all  
happened  
through  
his foolish-  
ness.

par suspeccion qe furent alienez espiez eux enprisonnez A.D. 1338. en tiel lieu et detenu illoeqes tanqe a la seynt Michel <sup>tourne, et</sup> qe fut long temps apres la cession.—SCH. <sup>tut vint de</sup> privatim <sup>sa folie.</sup> dixit qe ceo fut la folie de le attourne dentrer en lewe et ceux mesme aunterer sur la disposicioun dieux : par quei dixit omni deliberatione qe cel chos ne les excuserit. La partie fuit mys a dire ou il arri-verount ; qe dit en Cardoille. Puis dyt *Gayn.* qe al jour del nisi prius mesme ces tournes appererent en autres plees entre autres parties, par quei ils ne pount dire qils furent aillours. Credo qils disoyent qe lour entre en lieu fut avaunt la cession. Et nota qe le jour demprisonement ne fut mye assigne avant la cession &c. Et nota quod omnes Justiciarii furent del opinion SCH., qe homme qe sauntre en ewe ne put mye par tempest soi excusare ; puit estre causa quia [non] extra regnum. —*Stouf.* Noun verreyment, il nest pas resoun, qar il pount aver ale par terre. Credo quod non dicitur nisi ex abundantia et qaunt al autre : par quei *Gayn.* dit qe les attournes apparerent. Court tient pro vera opinione qe Justice a nisi prius ne poyn recorder noms ceux qe font defaute<sup>1</sup> en qestes, et nomenment ceo qavient en mesme le plee, et rien recorder en un plee qavient en un [autre] plee.—Nota : Sed forte aliud est in banco : et causa puit estre qils ne pount mye recorder qe fust<sup>2</sup> tut un persone qaparust en lautre plee qe fut attourne en cest plee &c. Mes pur ceo qe le jour demprisonement fut de si long temps avaunt nisi prius qil pout aver venuz a nisi prius assetz par temps sil ust este a large, opinion fut qe cel emprisonement luy excuserait, et qe pais ust este pris de Cardoille ; par quei pur ceo qil voleit le primer issue qe si le demandant voleit relester il luy relierunt. —*Gayn.* De relester la defaut qil put le plus toust aprocher a tut soun dreit, issint qe sur lemprisonement &c. —Et puis *Gayn.* [dit] qil voleit prendre a la defaute.

<sup>1</sup> MS. nomssent def.| <sup>2</sup> MS. toust.

## TRINITY TERM

**THE COURT.** Well, then you shall have a jury overland. — And note that the Justices said at the Justice at Nisi Prius can not record in a thing which happens in another plea, for their record is not so extensive.

**1 assise of Novel Disseisin** where one Alice was of *Jayneford* said that one Geoffrey gave the same land to Richard and to Katherine in fee tail, after the death of Edmund, against whom the assise is entered as issue in tail; and then the heir of Edmund, to whom the reversion belonged, after Geoffrey's death, entered as tenant, and thus he is in possession committing any tort. — The assise told that the land was made in that manner, but that a divorce at the time Katherine was had between Richard and Katherine, after the divorce Richard kept in possession of the land all his life, without Katherine interfering in the freehold; Richard died seised in the lifetime of Alice, after whose death Alice who complains the assise is brought and who was begotten between Edmund and Katherine before the divorce, entered, and the heir of the donor released to the tenant by the assise put forward; and we pray your advice. — *Stoufford* said she had the first seisin and was disseised, for at the time of the ouster had no right, and you have no regard to the release, for the verdict will stand on it unless it were pleaded in bar or by way of release. **BASSET.** When a release is made, whether wrongfully, if it be put forward in excuse of the assise, one will have regard to it as evidence, and the assise, on being asked, had said the plaintiff was disseised. — But **HILLARY** said, She had a very weak case against him who has now right. — *Stoufford*. But it is wonderful that the disseisin which was first made should be purged by the subsequent deed of release. — Note here that the assise mentioned the

— CURIA Bien, donques averez pais <sup>1</sup> de Comber- A.D. 1338.  
lond.—Et nota qe les Justices dierent apertement qe  
Justice de nisi prius ne puit recorder en un plee chos  
qe vient en autre plee, qe lour pouer nest my si  
large.

§ En un assise de novele disseisine ou Alice se Assise, ou  
pleynt, *Gayn.* dit qun Geffrey dona mesme les tene-  
mentz a Richard et a Katherine en fee taille, apres qi  
mort Edmund vers qi lassise est porte entra com issue  
en la taille; puis leir Geffrey a qi la reversion fut  
apres la mort Geffrey releassa al tenant, issint est il  
enz saunz tort faire.—*Lassise* conta qe le doun fut  
fait par la manere, me la devors qe se prist entre  
Richard et Katherine qe fut a la suyte Katherine, et  
apres devors Richard se teint enz en lentier tut sa  
vie saunz ceo qe Katherine riens se mella del fraunc-  
tenement: Richard devia seisi vivant Katherine, apres  
qi mor Alice qe se pleynt entra com cosyn et heir  
Richard. Edmund vers qi lassise est porte fut en-  
gendre entre Richard et Katherine devant le devors  
entra, et puis lissue et heir le donour releassa al te-  
nant par le relees mis avant, et prioms voz descre-  
ciouns.—*Stouff.* Alice avoit la primer seisine et fut  
disseisi, qe Edmund al temps del ouster navoit nul  
droit, et del relese naverez nul regarde, qe il ne cheit  
pas en verdit sil ne fut plede en barre ou par title.  
—BASSET. Quaunt relese fait, droit ou tort, mes qil  
soyt mis avant en excusement de tort com fuit hic,  
en evidence homme avera a ceo regarde, et lassise par  
demande avoit dit qe le pleyntif ne fuit disseisi. Mes  
HILLARY. Ele avoit moult petit estate encountre celuy  
qe ad ore droit.—*Stouff.* Mes il serroyt mereville qe  
la disseisine qe fut primes fait sarroyt purge par fait  
destraunge subsequent &c.—Nota hic qe lassise parla

<sup>1</sup> MS. pas.

A D. 1338. release and the divorce. And note that it appeared that the assise will not be heard to speak of the release if it be not shown to the Court.—*Stouford*. Since Richard died solely seised and his heir entered, that would give an assise to his heir.—*HILLARY*. Richard never made any new entry;—intimating that Katherine was never out of possession;—and besides Richard had only his first right.—*Kelshulle*. But when the plaintiff entered in Katherine's lifetime the entail was discontinued; consequently the release by him who was put to his action could not purge the disseisin &c.—*BASSET*. The seisin of the plaintiff is so short, against him who has right, as it is found &c. Wherefore he adjudged that she should take nothing by this assise &c.—And I think that if he had had no release he would have kept possession; because he in possession is in the better condition.

Note.

§ In a writ which a woman brought it was pleaded against her that she had taken a husband since the last day of the plea; judgment of the writ. She said that she was sole &c. And the Court put her to answer to the taking of a husband, because that was the challenge. And she said that she had not taken a husband since, ready &c.—*Stouford*. Ready that she has. It was asked where she was married. And he said where. And so to the country.

Formedon.

§ In a writ of Formedon in the descender, *Pole* put forward the deed of his ancestor in the entail, with warranty, and (said he) we demand judgment if, contrary to it, an action &c. — *Gayneford*. They have not said that we have anything by descent.—*Pole*. There is no need; for the deed purports to bear date before the statute.—It did so; and the other could not deny the deed. Wherefore it was adjudged that the demandant should take nothing &c.

Quare  
impedit.

§ In a Quare impedit he counted of a presentation See the like by his ancestor, from whom he made the descent to one

de reles et de devors. Et nota quod apparuit quod A.D. 1338. assisa ne serra mye oy de parler de reles sil ne soynt moustre a la court.—*Stouff.* Qaunt Richard morust soun seisi et soun heir entra ceo durra lassise a soun heir.—*HILLARY.* Richard ne fit unques nul novel entre; quasi diceret Katherine ne fuit mye hors: et ovesqe ceo qe Richard navoit mes soun primer droit.—*Kels.* Mes quaunt le pleyntif entra en la vie Katherine la taille fut discontinue, par consequens relees de cely qe fuit mis a accion ne pout pas purger disseisine &c.—*BASSET.* La seisine seisi la pleyntif est si court coudre cely qad droit come il est trove &c.: par quei il agarda qil ne prist rienz par cest assise &c.—Et credo sil oust eu nul relees il ust retenu: quia melior est conditio possidentis.

§ En un bref qe femme porta plede fuit contre ly Nota. qil avoit pris baroun puis le procheyn jour de plee, jugement du bref. Ele dit qele fuit sole &c. Et la court la mist a respoudre a la prise de baroun, pur ceo qe ceo fuit le chalange; et ele dit qele ne prist pas baroun puis, prest &c.—*Stouff.* Prest qe si.—Demande fuit ou espose. Qe dit ou. Et sic ad patriam.

§ En un bref de fourme de doun en la descendre, Fourme. *Pole* mist avaunt le fait soun auncestre en la taille ove garrantie, et demandoms jugement si encontre accion &c.—*Gayn.* Ils nount mye dit qe nous avoms par descent.—*Pole.* Non oportet; qe le fait purporte date devaunt le statut.—Ita fecit; et lautre ne pout dedire le fait. Par quei agarde fuit qe le demandant ne prist rienz &c.

§ En un "quare impedit" il counta de presente-<sup>Quare impedit:</sup> ment soun auncestre, de qui yl fit descent a un A. vers <sup>vide de tali</sup>





quel A. un Richard port un "quare impedit" qaunt A.D. 1338.  
 leglise voida par la mort le presente soun. auncestre, <sup>materia</sup>  
 issint qe le debat en le "quare impedit" le temps <sup>supra T. 7.</sup>  
 semestre passa, et jugement passa pur luy, issint qil  
 avoit bref al Evesqe, par quei levesqe dona la' mesme  
 leglise a un J. et ly fit institucion en soun droit; et  
 fit la descent de A. a cestuy qe pleynt, issint apent  
 a luy par la mort l'institut &c.—Et nota le tittle est  
 bone.

§ En un bref de suyte de molyn la tenaunt avoit <sup>Sute de</sup>  
 la vieu, et puis fit default. Grand debat fut quel pro- <sup>molyn,</sup>  
 cesce le demandant avoit; qe asquns vodreient aver <sup>ou sil face</sup>  
 agarde qe le [de]fendaunt ust este destreint de faire <sup>altrefetz</sup>  
 la siwte. Et puis fut destreynt ad audiendum judi- <sup>defaute</sup>  
 cium suum &c. Et unquore il pout saver la defaute, <sup>laltre</sup>  
 ut credo. <sup>recovera.</sup>

§ En un bref de meen le destresse varia al original <sup>Meen,</sup>  
 en un surnoun, mes la roulle fuit bon; et court nen- <sup>discontinue.</sup>  
 tendi mie le plee discontinue, mes firent le plee com  
 nulle bref nust estere &c.; et novel destresse; et sic  
 &c.

§ En un bref de dower ele fit sa demande par <sup>Dower.</sup>  
 moite.—*Trew.* Moustrez cause vostre demande.—Et <sup>Et ratio</sup>  
 ele fist issint.—*Trew.* alleggea noutenue.—*Pole.* Vous <sup>istius pla-</sup>  
 navendrez mye, qe vous pledastez a nostre demande <sup>citi potest</sup>  
 com tenant; et en bref de fourme de doune en le re- <sup>esse quod</sup>  
 mayndre apres ceo qun demande fait del remandre il <sup>demanda</sup>  
 ne pledera mye noutenue apres.—*Trew.* En fourme <sup>est in loco</sup>  
 de doune le ple est qe tiel forme nest mye resceu; <sup>narra-</sup>  
 mes ici vostre demande qest en lieu de counte deit <sup>tionis.</sup>  
 estre declarre com en dower des tenementz departable;  
 et vous ne countez de qel fee; jeo vous chalange &c.  
 —Et puis *Pole* tendi daverer qe tenant &c.

A.D. 1338. § Note that an appellor disavowed his appeal, saying that he made it by the compulsion of the Justice. They examined the coroner how it was with the appellor when he made the appeal.—*The Coroner*. Sir, it was without compulsion and of his free will.—*The Appellor*. Sir, I was in such great distress before the coming of the coroner, and I thought certainly that I should be put to greater distress after he went, that I knew not what to say to the coroner.—Notwithstanding that he said nothing, by the record of the coroner he was condemned. But SCROPE in this case caused inquiry to be made by the prisoner's neighbours of the fact &c.

Plea of the Crown, where she had killed her mistress, wherefore she was burnt. § Item a girl of thirteen years of age was burnt because while she was servant to a woman she killed her mistress: and it was found to be so and adjudged treason. And it was said that by the old law no one under age was hung, or suffered judgment of life or limb. But SPIGURNEL found that an infant of ten years of age killed his companion and concealed him; and he caused him to be hung, because by the concealment he showed that he knew how to distinguish between evil and good. And so malice makes up for age.

Note that discontinuance may be alleged in every point of the plea. § Note that after an essoin of being in the King's service the tenant came and did not bring his warrant, wherefore he (the demandant) prayed seisin.—*Pole* alleged a discontinuance.—*Trewith*. You have lost your advantage, for the essoin ought to be warranted.—THE COURT. He ought not to warrant the essoin when he has not a day. Wherefore the Court asked how it was discontinued.—*Pole* said &c.—So note &c.

Debt, where the defendant where he had not a day wished to be aided by a § In a writ of Debt the defendant made default. The inquest was awarded. At the next day *Kelshulle* came for the defendant and said that the plaintiff had released him since the award of the inquest, and put forward the deed, and prayed that he might answer to the deed and

§ Nota qun appellour desavowa soun appelle, qil le A.D. 1338.  
 fit par duresse le Justice. Examinaverunt le coroner De corona,  
 coment il fut de lappellour quant il fit lappel. — *Coro-* ou pert je  
*ner.* Sire, hors de duresse et de bon gree. — *Appellour.* roule de  
 Sire, jeo fuisce en si graunt destresce avaunt la venue coroner est  
 del coroner et quidoi bien qe serroi mis a greignure mult haut  
 apres son aler qe jeo ne sai rienz dire al coroner; non de record.  
 obstante ceo qil ne dit rienz, par recorde de coronir  
 il fut dampne. Mes SCROPE fit enquerre en ceo cas  
 par les procheyns a la prisoun de tali facto &c.

§ Item un Garcesce de xiii. aunz fut ars pur ceo qe Corona,  
 taunt com ele fut la servaunt un femme ele tua sa ou ele avoit  
 mestresce: et fut trove; issint ajuge tresoun. Et dictum occis sa  
 fuit qe al auncien lei nul ne fut penduz denz age, ne mestrasse  
 jugement de vie ne de membre. Mes SPIGURNELL pur quei  
 trova qun enfaunt de x. aunz tua son compaignoun et ele fut ars  
 le muscha, et le fit pendre, qe [par] le mussere il mustra &c.  
 qil savoit distinguer et mal de bien. Et ideo malitia  
 supplet setatem.

§ Nota gapres essoin de service le Roi le tenant Nota qe  
 vient et ne porta mye son garrant, de quei il pria discontin-  
 seisine. — *Pole* alleggea discontinuance. — *Trew.* Vous ance put  
 avez perdu vos avantages, qe lessoune deyt estre gar- estre  
 ranti. — *CURIA.* Il ne deit my garranter lessoune quaunt allegge en  
 il nad mye jour. Par quei COURT demanda coment checun  
 discontinue. — *Pole.* dit &c. Et sic nota &c. point de  
ple.

§ En un braf de dette le defendant fit defaute. En- Dette ou le  
 queste agarde. Al procheyn jour *Kels.* vient pur le defendant  
 defendant et dit qe le pleyntif ly ad relese puis la- quant il  
 garde del enqueste, [et] mist avant le fait, et pria qil navoit jour  
este elde  
 pur un

A.D. 1338. that nothing more might be done with the jury.—  
 release made after the inquest was awarded. SCHARSHULLE. You have not a day in court.—*Kelshulle*. He himself has given me an answer since.—SCHARSHULLE said privately that this was the first day after the inquest was awarded:—intimating that if it had been otherwise and the deed had not been before then pleaded, the defendant would fail now of being aided by the release &c. So note and quære &c.

Scire facias where the tenant said that he who rendered had nothing but that a stranger was seised; and on the seisin of the stranger the issue was taken without maintaining the fine by the seisin of him who had granted.

§ A record, to wit a fine, was sued in the Bench, and the writ by which the record came out of the Chancery into the Bench made mention how the party had made a suggestion that such a plea was pending in the Bench for the lands whereof the fine was levied, wherefore it was necessary for the party to have the fine for the saving of the land; wherefore we send to you a transcript of the fine so that you may proceed more cautiously: out of which transcript one who was party to a remainder in the said fine sued a Scire Facias out of the Bench of the same transcript. And because the transcript did not come into the Bench for any other cause than by reason of a plea, and no such plea was found in the Bench, and thus the fine came without a cause, the Court refrained from putting the party to answer to the Scire Facias: wherefore he brought a writ rehearsing all the strength of this case, and it ordered that notwithstanding that the transcript came because of such a plea, which did not exist, they should proceed on the writ of Scire Facias. Wherefore *Gayneford* said over, Whereas he answers that A. rendered the same tenements to such an one with remainder to them, we say that A. was not ever seised as above, but at the time of levying the fine and before and afterwards one Gilbert was seised; judgment &c.—*Trewith*. Whereas they will not have the first plea, without this that I was seised, nor do they make themselves privy to Gilbert, judgment if in the mouth &c.—THE COURT. He has pleaded at his peril.—Wherefore *Trewith* passed it lightly. And we

respondesit al fait et qe nent plus fuit fait a la jure. SCH. A.D. 1338.  
 Vous navez mye jour en court.—*Kels.* Sire, il mesme reles fet  
 moi ad done respouns puis.—SCH. dit privement qe puis len-  
 ceo fut la primer jour apres lagard del enquest, quasi queste  
 diceret sil ust este altre et le fet et fet devant et  
 adonques nient plede, le defendant faudra ore destre  
 eide par le relees &c. Sic nota et quære &c.

§ Un recorde, saver un fyn fut siwi en bank, et le Scire  
 bref par quiel le recorde vient hors de la chauncellerie facias ou le  
 en bank fit mencion coment partie avoit fait sugges- tenant dit  
 tion qe tiel pleee fuit pendaunt en baunk dount la fyn qe cely qe  
 fut leve, par quei la partie avoit bosigne davoir la rendi  
 fyn en salvacioun de la terre, par quei mittimus vobis enz un  
 transcriptum finis ita quod cautius<sup>1</sup> procederetis;<sup>2</sup> hors estrange  
 de quiel transcript un qe fut partie a un remeynder fuit seisi  
 en mesme la fyn siwi un "scire facias" hors du baunk et sur la  
 de mesme le transcript. Et pur ceo qe le transcript lissue fut  
 ne vient par autre cause en bank [qe] par resoun de pris saunz  
 un ple, et nul tel ple ne fut trove en bank, issint la meintener  
 fyn vynt saunz cause, court surst de mettre partie a la fyn par  
 responder al "scire facias"; par quei il porta un la seisine  
 bref reherceaunt tote la force de ceo cas, et comanda celi qe ad  
 qe nient contre esteant qe le transcript vien par cause grante.  
 de tiel pleee quiel ne fuit poynt, qil allessent avaunt  
 sur le bref de "scire facias"; par quei *Gayn.* dit outre,  
 La ou il respound qe A. rendi mesme les tenementz  
 a un tiel et le remeynder a eux, nous dioms qe A.  
 ne fut unques seisi ut supra, mes a temps de la fyn,  
 avaunt et puis un Gilbert fut seisi, jugement &c.—  
*Trew.* La ou ils naverount le primer pleee, saunz ceo  
 qe jeo fuit seisi, ne fount euz privez a G., jugement  
 si en la bouche.—*CURIA.* Il ad dit a son perille. Par  
 quei *Trew.* passa de leger; et dioms, Sire, la ou ils

<sup>1</sup> MS. cauti.| <sup>2</sup> MS. procedere.

A.D. 1339. say, Sir, that whereas they say that at the time of the levying Gilbert was seised, ready &c. that he was not.—*Gayneford*. That is not an issue unless you maintain your fine, to wit, the seisin of him who rendered.—*Stouford*. You shall not get to avoid the fine by the non-seisin of him who rendered without saying besides that the other was seised; wherefore to this we will have an answer.—THE COURT. Records shall not be annulled without a true cause; since you waived your first answer by itself, for there you could not demur, there must be answer to what you say over.—*Stouford*. Yes, Sir, it is right when his answer is taken on an affirmative that thereupon issue should be taken &c.—*Trewith*. Yes, Sir, and I show that when a fine is levied where he to whom the render is made was always seised and he who renders was not, still that fine is to be executed between the parties to the fine; for by them it shall never be avoided nor yet by a stranger, for the mouth of a stranger is estopped from alleging non-seisin, so the fine is valid in law; for even if the estate of the tenant was first in fee, it is changed by law pursuant to the fine: but when a stranger is seised at the time of the levying of the fine and none of the parties is so, it is not good in law but in fact: wherefore because the answer, to wit, that another was seised, is given to strangers, if they should have such an answer it is the substance of their answer that a stranger was seised, and consequently an issue will be taken on that &c. But still I pray that my challenge may be saved, that they can not speak of the seisin of a stranger without making themselves privy and giving the reason.—*Trewith*. It can not be, when he who renders has by his act wholly foreclosed himself and his heir and all of his blood, notwithstanding the mistake that he who rendered was not seised, that a stranger shall have an answer in avoidance of the fine, since he who rendered and was a party can not.—*Trewith* and *Stouford*. Sir, if they will return and offer to aver the

diount qal temps del lever G. fuit seisi, prest qe noun A.D. 1338. &c.—*Gayn.* Ceo nest mye issue saunz mayntener vostre fyn, saver la seisine le rendour. — *Stouf.* Vous naven-drez mye de voider la fyn par noun seisine del rendour saunz ceo qe vous avietz dit outre qe lautre fut seisi; par quei a ceo nous averoms respouns. — *CURIA.* Re-cordez ne serrount mye anientiez saunz verrai cause; par quant vous weyvastes vostre primer respouns a per sei, qe illoeques ne purrez demorer, sur ceo qe vous ditez outre covient avoir respouns. — *Stouff.* Sire, oil, il est resoun qaunt son respouns est pris sur affir-matif sur ceo issue serra prise &c.—*Trew.* Oil, Sire, ceo jeo mustre qe qaunt tieux fyns sount levez ou celui a qi rendre fut fait fut tote temps seisi et le rendour nemye, unquore cel fyn est executourie entre les par-ties a la fyn; qe par eux ne serra james voide et ne unquore par estraunge; qar a la noun seisine parler boche de estraunge est estope, issint le fyn en lei es-table; qe mesqe lestat le tenaunt fut primes de fee el est tourne par lei solonk la fyn; mes qaunt lestrange est sesy al temps de la fyn leve et nul des parties de la fyn, il nest pas bon en ley mes en fayt: par quei pur ceo qe le respouns, saver qautre fust seisi, est done as estraunges, si eux tiel respouns averoint cest la substaunce de lur respouns qun estraunge fut seisi, et par consequens issue serra pris sur cel &c. Mes unquore jeo prie qe sœuves moi soynt mes chalanges qe eux ne punt parler de seisine destrange saunz eux faire prive et la resoun.—*Trew.* Ne put estre qe qaunt le rendour ad forclos par soun fet soun heir en tut pur ly et pur luy et pur tut saunc non obstante tiel mesprision qe le rendour ne fut my seisi, qun es-traunge avera respouns en voidaunce de la fyn, del heure qe le rendour qe fut partie ne put.—*Trew.* et *Stouf.* Sire, sils volent retourner et tendre daverer la



A.D. 1338. non-seisin of him who rendered we will willingly allow it:—intimating that it was not an answer.—*Gayneford*. We will aver that the stranger was seised, without this that any of the parties to the fine were seised.—Thereupon the Court rested for a little time. Then it was asked by the Court to what they would hold.—*Pole* held to his first answer.—*Stouford*. They refuse the averment which we have offered; judgment, and we pray execution.—*Pole*. Our saying that another was seised was only to bring us to an issue that he who rendered was not seised, which thing we have offered to aver, and they refuse it: we demand judgment.—THE COURT. Now it is for us to see on what, according to law, the averment shall be; wherefore, *Pole*, we ask you if you will accept the averment which *Stouford* has offered to you.—So note. And I think that *Pole* held to his first answer because he could not have both as *Gayneford* offered &c.—Then HILLARY came into the Bench and laid it down strongly that they should hold that *Trewhit* should maintain his fine in his replication, namely by averring that he who rendered was seised. But all the Court except HILLARY said that it was of record that he who rendered was seised, on which an issue should not be taken. Wherefore the issue shall be on the answer which is given to a stranger to annul the fine, to wit, the seisin of a stranger.—And then HILLARY assented, and inclined to that opinion. Wherefore the issue was thus, that the stranger was seised, as above, without this that he who rendered was seised, ready &c.—And *Stouford* said the contrary, to wit, that the stranger was not seised, ready &c.—And so to the country.

Formedon  
where the  
tenant  
pleaded in  
bar a  
record of  
Nisi Prius.

§ In a writ of Formedon in the descender, of a gift which Adam made to Edmund and Isabel his wife whose issue Alice the present demandant is, it was said by *Stouford* and *Trewhit*, The said Isabel in a certain year before BEREฟอร์ด brought against us a Cui in vita for the same tenements by reason of the alienation by Ed-

noun seisine le rendour nous ly souffroms bien : quasi A.D. 1338.  
 dicerent il nest pas respouns.—*Gayn.* Nous voloms  
 averer qe lestraunge fut seisi saunz ceo qe nul [qe]  
 sount parties a la fyn furent seisis.—Sur ceo la court  
 reposa un poi. Puis demande fut par la court a quei  
 ils se voleynt tenir.—*Pole* prist a soun respouns pri-  
 mer.—*Stouff.* Ils refusent laverement quiel nous avoms  
 tenduz ; jugement et prioms execucioun.—*Pole.* Ceo qe  
 nous parlams qe altre fut seisi nest mes de nous  
 mener en issue qe le rendour ne fut mie seisi, quiel  
 chos nous avoms tenduz daverer, et ils refusent ; nous  
 demandoms jugement.—*CURIA.* Ore esteez, avoms a  
 veer sur quiel laverement serra par ley ; par quei de  
 vous *Pole* demandoms si vous voillez laverement  
 quiel *Stouff.* vous ad tenduz.—Sic nota. Et credo qe  
*Pole* se tient a primer respouns, quia non potest am-  
 bos habere ut *Gayn.* tendebat &c.—Puis vient *HIL-*  
*LARY* en baunk et tient fort qil esterreynt qe *Trew.*  
 meyntendra soun fyn en sa replicacion, videlicet qe  
 le rendour fuit seisi. Sed tota Curia preter *HILLARY*  
 qe ceo fut recorde qe le rendour fut seisi, sur quei  
 issue ne serra ia pris ; par quei le respons qest done  
 a estrange pur anienter fyn, saver seisine destrange,  
 sur ceo cherra lissue.—Et puis *HILLARY* sassenti et  
 aclina a cel opinion ; par quei lissue fut issi, qe les-  
 traunge fut seisi ut supra saunz ceo qe le rendour  
 fuit seisi, prest &c. Et *Stouf.* e contra, scilicet qe  
 lestrange ne fuit pas seisi, prest &c.—Et sic ad  
 patriam.

§ En un bref de fourme de doun en le descendere  
 de un doun qe Adam fist a Edmund et Isabele sa  
 femme qi issue Alice quore demande est, fuit dit par  
*Stouf.* et *Trew.* Lavantdit Isabele certeyn an devant  
 BEREฟอร์ด devers nous mesme porta<sup>1</sup> un "cui in vita"  
 Fourme  
 doun ou le  
 tenant li  
 pleda en  
 barre un  
 record de  
 nisi prius  
 et soun  
 bref noun  
 titille.

<sup>1</sup> MS. portams.

A.D. 1338. mund her late husband, and took her title from a lease by the same Adam to the said Edmund and Isabel his wife in fee tail, who are now supposed donor and donees, where issue was taken that Adam was not ever seised, and that was found by the inquest ; judgment if to this writ which supposes that he was seised and gave you ought to be received &c.—*Gayneford*. We will imparl.—THE COURT. You have need so to do.—At another day *Rokel* and *Pole* said, The plea was not of the same tenements, ready &c.—And the other side said the contrary.—And so &c.

Champerty  
for the  
King,  
where he  
did not  
count but  
made a  
declaration.

§ In a writ of Champerty saying Whereas it is forbidden by statute that any should maintain quarrels &c. for the purpose of having champerty, yet such an one has maintained such an one in such a plea in consideration of having a part, as it is said.—*Trewhit* said in his declaration, without counting, that they maintained the demandant.—*Pole*. Count.—*Trewhit*. I have no need to do so for the King, unless one should count for damages.—*Pole*. In a Quare impedit the King must count.—*Trewhit*. The King will count for damages there, but here the King is to recover neither land nor damages.—Wherefore *Pole* was put to answer over in respect of the King.—Wherefore *Pole* said, The King does not take this suit by reason of the non-suit of another nor thereby ; judgment if he shall be answered.—SCHARSHULLE. It is an old usage ; but the statute<sup>1</sup> of Champerty says that the Justices will be ordered by the King to inquire of the thing &c. ; wherefore &c.—And it was adjourned from day to day &c. And afterwards *Stouford* perceived that this writ issued out of the Bench as a judicial writ out of an Audita querela, which writ the demandant had brought in the Bench ; and he said over that the original should be from a warrant to hear the complaint of a demandant, and this writ being taken without a complaint is out of the warrant.—*Trewhit*. The phrase “ audita querela ” is nothing more than “ audita infor-

<sup>1</sup> 33 Edw. I. st. 33.

[de] mesme les tenementz par resoun del alienacioun A.D. 1338. Edmund jadis son baroun, et prist son title de lees mesme celuy Adam fait a mesme celuy Edmund et Isabele en fee taille qore sount suppose donours et donez, ou issue fut pris qe Adam ne fuit unqes seisi, et ceo fuit trove par enqueste; jugement si a cesti bref qe suppose qil fuit seisi et dona deyvez estre resceu &c. — *Gayn*. Nous emparleroms. — *CURIA*. Vous avez mester. — *Ad alium diem Rokel et Pole*. Le plee ne fuit mye de mesme les tenementz, prest &c. — *Et alii e contra*. — *Et sic &c*.

§ En un bref de champerty com defendu soyt par estatut qe nul ne meyntiegne querels &c. pur avir chaumpertie, lad un tiel meyntenu en tel plee un tiel part pur avoir com est dit. — *Trew*. dit en sa demous-  
Champerty  
pur le Roy  
ou il ne  
conta pas  
einz ft une  
demos-  
trance.  
 traunce saunz countere qil meyntent le demandant. — *Pole*. Countez. — *Trew*. Jeo nai miester pur le Roi, si homme ne devereit counter par damages. — *Pole*. En un "quare impedit" le Roi countera. — *Trew*. Le Roi countera pur damages la, sed hic le Roi nest mie a recoverer terre ne damages; par quei *Pole* fuit mis outre pur le Roy. Par quei *Pole*. Le Roy ne prent mie cel siwte par noun siwte daltre ne enteanz,<sup>1</sup> jugement sil voille estre respoundu. — *SCH*. Cest un auncien usage, mes lestatut de champertie voet qe les Justices serrount mandez par le Roy denquerere de la chos; par quei &c. — *Et adjornantur de die in diem &c*. — *Et puis Stoujford* aperceust qe cesti bref issu hors de baunk com un judicial hors dun "audita querela," quel bref le demandant avoit porte en bank, et dit outre qe loriginal dun garrant doier querel dun demandant, cest bref pris est saunz querele est hors ce garrant — *Trew*. Ceo parol "audita querela" nest fors "audita informatione," et le bref ne voet mye qe le demandant devereit

<sup>1</sup> This word is doubtful.

A.D. 1338. " matione," and the writ does not say that the demandant is to make the suit. — Nevertheless THE COURT said, Although the party should decline to sue it would be hard to oust the King from his suit &c.—And note that *Trewith*, in his declaration, stated the place where and the day when the agreement for champerty was made.

*Replegiari.* § In a *Replegiari* he avowed for the reason that the King had directed an *Iter* in Kent when the archbishoprick became vacant by the death of Simon the Archbishop; wherefore by the assent of the whole county 50 marks were granted to the King &c.; wherefore such a hundred was assessed at two marks, and he who complains holds so much in such a vill in the same hundred, wherefore he was assessed at 18*d.*, and for the money in arrear A. as the collector for the vill took his beasts; thus he avows.—*Rokel.* Sir, you see clearly how we are an Abbat and one of the greatest men in the county; and he has not said that the thing was ordained in parliament or that we assented to it; judgment.—And then *Rokel* offered to aver that the Abbat never assented. And upon that they did abide judgment.

*Default.* § In a writ of Dower, at the return of the petit Cape the demandant held to the default. The tenant said that she (the demandant) herself since the default had received part of the same tenements in satisfaction of the whole of her dower, and he demanded judgment if an action &c.—*The demandant.* You have lost your advantages until the default be saved &c.

*Præcipe quod reddat.* § In a *Præcipe* brought for lands in E., *Gayneford* said, The tenements are in H.; judgment.—*Trewith.* Ready to aver my writ —*Gayneford.* You shall not get to that; for heretofore we brought an assise before the Justices, and the same tenements were put in view and in the plaint, and our writ was brought for tenements in H. against yourself, by which writ we recovered against you; judgment if you shall be received to say that the tenements are in a different vill.—*Trewith.* You ought

faire la auyte.—Tamen dixit CURIA, Et mesqe partie ne A.D. 1332.  
vodra mye siwer, fort serroit douster le Roi de sa siwte  
&c.—Et nota qe *Trew.* dist en sa demonstraunce le lieu  
et le jour qe le covenant fut fait del chaumpertie.

§ En un Replegiare il avowa par la resoun qe le Replegiare.  
Roi avoit ordene un Eire en Kent qaunt lercevesqe  
voida par mort Simond Ercevesqe, par quei par assent  
de tut le counte graunte fut a Roy l. marcs &c.; par  
quei tiel hundred fut assis a deux marcs, et cest qe se  
pleynt tient taunt en tiel ville deynz mesme le hun-  
dred, par quei il fut assis en xviii. deners, et pur les  
deners arere A. com lugaderer de la ville prist ses  
bestes; issint avowe.—*Rok.* Sire, vous veez bien coment  
nous sumes un Abbe et un des plus grantz de counte;  
et nad mie dit qe la chos fut ordine en parlement, ne  
qe nous sumes a lassent, jugement.—Et puis *Rok.* tendi  
daverer qe labbe ne soy assenti unqes. Et sur ceo  
demorerent en jugement.

§ En un bref de dower, al petit cape retourne le Defaute.  
demandant prist a la defaute. Le tenaunt dit qel  
mesme puis la defaute avoist resceu partie de mesme  
les tenementz en acompliment de tut soun dower, dil  
demanda jugement si accion &c.—*Demandaunt.* Voz  
avez perdu vos avantages taunqe la defaut soyt save &c.

§ En un præcipe porte en E., *Gayn.* Les tenementz *Præcipe*  
sount en H., jugement.—*Tr.* Prest daverer mon lref. *quod*  
—*Gayn.* A ceo navendrez mye; qe autrefoythe nous *reddat.*  
portams un assise devaunt Justices, et mesme les tene-  
mentz mys en veu et en pleynte, et nostre bref porte  
en H. vers vous mesme, par quel bref nous recove-  
rimes vers vo mesme; jugement si vous serrez resceu  
a dire qe les tenementz sount en autre ville.—*Trew.* Vo

A.D. 1338. to have begun with that, as by saying that we could not maintain our writ on account of the record; but since you gave your challenge as a simple challenge triable by the country &c.—THE COURT. He did not offer at first to aver his challenge; wherefore he can now maintain it by the recovery &c.—And so note.—Then they were at issue that it was not of the same tenements.—And the other side said the contrary.

Trespass, where they offered to aver an assent, and the averment was received. Agreeing with this is a case below in Michaelmas term anno 13. a similar writ.

§ In a writ of Trespass, of corn fed off and trampled down in such a vill, *Gayneford* said that the usage of the said vill was that the lands in the vill are divided by boundaries, so that the land on one side then ought to lie uncultivated, and on the other side be common; and we say that you sowed our common in T., and we freshly pastured on our common in the land which ought to lie uncultivated; and we demand judgment if you can assign tort in our person.—And note that Trewodes had corn after the feast of the Nativity of St. John.—And then *Trewith* said, Then he avows that he fed off our corn.—THE COURT. He says that he pastured in his common &c.—And note that immediately on the sowing in Lent he continued the pasturing until the feast of St. John &c.—*Pole* said that the usage of the said vill was that with the assent of those of the vill who had common there, they could thereof make an inclosure for cultivation every year; and we say that the defendant has lands there, and with the assent of him and of the others, when pastured on that land the inclosure for cultivation was made, and the defendant sowed &c., judgment if he can excuse himself.—*Gayneford*. We did not assent, ready &c.—And the other side said, You did assent and we sowed, ready &c.—And the other side said the contrary.—And the issue was received, but *prima facie* the Court wondered at an assent being averred.

Fine.

§ A fine was levied to two and their heirs by the King's writ.

duisiez avoir comence par lea, come avoir dit qe nous A.D. 1338. ne porroms nostre bref meyntenir pur le record; mes quaunt vous donastes vostre chalange come sengle chalange triable par pais &c.—CURIA. Il ne tendi pas primes daverer soun chalange, par quei il pount ore meyntenir le par recoverir &c.—Et sic nota.—Puis furent a issue qe nieynt de mesme les tenementz.—Et alii e contra &c.

§ Et un bref de trespas de ble pue et defoli en tiel ville, *Gayn.* dit qe lusage de mesme la ville fut qe la terre en le viles sount severez par devises, issint qe la terre dun partie dounques deit giser friche et comune en lautre partie, et dioms qe vous semastes nostre comune en T., et frechement qe nous puisoms nostre comune en la terre qe devereit giser freche, et demandoms jugement si tort en nostre persone poiez assigner.—Et nota qe Trewodes avoit des blez pus la Nativite Seynt Johan.—Et puis *Trew.* dit, Donques avowe il qil put noz blees.—CURIA. Il dit qil put sa comune &c.—Et nota quod instanter sur le semer en qareme il continua le pestre tanqe a la Seynt Johan &c.—*Pole.* dit qusage de mesme la ville fut qe par assent de ceux de la ville qavoient illoeqes comune punt de ceo faire ynnok chesqun aune; et nous dioms qe le defendant ad terres illoeqes, et par assent de luy et des autres quaunt pew<sup>1</sup> celle terre le ynnok fuit fait et le defendant sema &c., jugement si il se purra excuser.—*Gayn.* Nous ne asentimes pas, prest &c.—Et alii, Vous assentites<sup>2</sup> [et] nous le semams, prest &c.—Et alii e contra.—Et lissue resceu, mes prima facie la court se merveilla daverer un assent.

§ Un fyn fuit leve a deux et a lour heirs par bref Finis. de Roi.

<sup>1</sup> This word is much rubbed.

| <sup>2</sup> MS. Nous assentimes.

Trespas ou  
ils tendi-  
rent ca-  
verer un  
assent, et  
laverement  
resceu.  
Concordat  
infra M.  
18 bref de  
tiel.



A.D. 1338. § In a writ of Detinue of a writing the defendant came at the first day ready to deliver the writing, and Detenue of a writing where he will not be amerced. said he had always been ready.—*Gayneford*. Ready that you were not.—This he said to have his damages.—*Kelshulle*. This is the first day &c.

Plea of the Crown, where they would not arraign him of a felony for a thing belonging to a freehold. § A forester was indicted "that he feloniously cut down and carried away trees." The Justices would not arraign him, for the felling of trees which are so annexed to the soil can not be called a felony, even if a stranger had done it. Besides, here perhaps he himself had the keeping of them. But because it was possible that the trees were first of all felled by the lord and then carried away by the forester, they questioned the inquest, who said that he was the forester when he felled and carried them away.—*SCHARSHULLE*, to the inquest. Did the forester conceal the trees from the lord?—*THE INQUEST*. We do not know.—*ALDEBURGH*. Certainly we do not think it important whether he concealed them or not; but we adjudge that it is no felony, because he was the keeper; and a tree is part of the freehold.

Account. § In a writ of Account, at the fifth county court from the Exigend the defendant came into the Bench and found mainprise and prayed a Supersedeas. At the day in court the defendant answered by attorney made by writ that he could not be in the case, for the Chancellor was deceived.—*Gayneford* prayed a fresh Exigend "allo-catis comitatibus," and a writ to take the mainpernors. And some one said that the plea was discontinued.—*SCHARSHULLE*. Even if it be discontinued, still for the King a writ will issue to take the mainpernors to make them pay a fine.—So note.—Then, because the warrant was issued, they had no regard to the discontinuance, but awarded a writ to take &c., and an Exigend sicut alias; but not "allocatis comitatibus," for the count was discontinued.

§ En un bref [de] detenue dun escript le defendaunt vient al primer jour prest a liverer lescript, et tut temps avoms este prest.—*Gain.* Prest qe noun; pur aver ses damages.—*Kels.* Ceo est le primer jour &c.

A.D. 1338.  
Detenue  
descriit  
ou il ne  
serra  
amercie.

§ Un forester fut endite "quod felonice succidit arborea et asportavit." Justiciarii noluissent arenasse eum, qar abatre des arbres qest si annex al soil ne puit estre dit felonie mesqe estrange lust fait. Ovesqe ceo, hic il avoit mesme la garde, et put estre. Mes pur ceo qe possible est qe les arbres furent primes abatuz par le seignur et emporties par le forester ils en resounaverunt lenquest, qe dit qil fuit forester au temps qil les abata et emporta.—*SCH.* a lenquest. *Mussa* le forester les arbres du seignur.—*LENQUESTE.* Nous ne savoms.—*ALD.* Sertez nous ne chargoms le quiel il mussa ou noun: mes nous ajugoms nul felonie quia custos, et arbor inest liberum tenementum.

De corona  
ou ils ne  
ly voient  
arenner de  
felonie pur  
chos  
aordount a  
franc  
tenement.

§ En un bref dacompte au quinte counte del exigent le defendaunt vient en baunk et trova meynprise et avoit un supersedeas. Al jour en court le defendaunt respundi par atourne fait par bref qil ne put estre en le cas, qe le chaunceler fuit deceu.—*Gayn.* pria novel exigende allocatis comitatibus et bref de prendre les maynpernours: et un dit qe le plee fuit discontinue.—*SCH.* Mes qil soyt discontinue unquore pur le Roy bref issera de prendre les meynpernours de faire fyne.—*Sic nota.*—Puis pur ceo qe le garrant fuit issue il navoit nul regarde<sup>1</sup> al discontinuance, mes agarderent bref de prendre &c., et exigende sicut alias. Sed non allocatis comitatibus qe counte fut discontinue.

Accompte.  
Concordat  
supra T.

<sup>1</sup> MS. recorde.

A.D. 1338.    § In a writ of Trespass, of ten pieces of iron taken  
Trespass.    and carried away, *Honi* said, for the defendant, that he  
was lord of a thirteenth part of the vill where the trespass was supposed, and he said that in the same vill there is a mine of iron belonging to the plaintiff and others and the defendant in common, and after the mine was burnt and the iron made, the iron of which he complains was, on a division made by the plaintiff and other lords, delivered to the defendant, so he took them: and we demand judgment if he can assign any tort in him.—*Pole*. That is tantamount to saying that you did not take our chattels: ready &c. that you did.—THE COURT, ad idem. He well admits that the iron was yours in common in the manner alleged, wherefore the averment is too general.—[Quære if he will have the general averment without answering the other. I think not.]

Detinue of    § In a writ of Detinue of a hutch in which were cer-  
a writing.    tain writings, the defendant came at the first day ready to deliver them. The plaintiff offered to aver that he was not ever ready, because it was not clear that he came at the first day. It was adjudged that the plaintiff should recover; and the defendant was not amerced because he came at the first day. The law is the same in a Quære impletit and a writ of Annuity.

Dower.    § In a writ of Dower, the tenant said, Never joined in lawful matrimony.—*Gayneford*. She was, ready &c.—And he was put to say where, notwithstanding that he came to the bar. And he said, At B. in the diocese of the Bishop of London.—*Kelshulle*. B. is in the bishoprick of Lincoln.—And the Court was in doubt what to do. And then without having regard to any other thing, they granted a writ to the Bishop of London according to the prayer of the demandant.—And note that the Bishop may return that B. is not within his diocese. And then quære if that return will be final, or whether they will send to the other Bishop, or whether

§ En un bref de trespas de x. peces de fer pris et A.D. 1338.  
 emportez, *Honi* dit, pur le defendaunt, qil fuit seignur <sup>Trespas.</sup>  
 de la xiii. partie de la ville ou le trespas fuit suppose,  
 et dit qen le soil de mesme la ville il i ad mine de  
 feer al pleyntif et as autres et al defendaunt en co-  
 mune, et apres ceo qe la mine fuit ars et le feer fait  
 le ferre dunt il se pleynt par departisoun des pleyntif  
 et autres seignurs fuit livere al defendaunt, issint les  
 prist il; et demandoms jugement si en luy puisse tort  
 assigner. — *Pole*. Taunt amounte vous pristies mie noz  
 chateux: prest &c. qe si.—*CURIA*, ad idem. Il conust  
 bien le feer qe fut le vostre par maner com en comune,  
 par quei laverrement est trop generale. [Quære sil  
 avera le general averement saunz respondre al altre.  
*Credo quod non.*]<sup>1</sup>

§ En un bref [de] detenue dun hutch en quel cer- <sup>Detenue</sup>  
 teinz escriptz, le defendaunt vient al primer jour prest <sup>dun</sup>  
 a liverer. Le pleyntif tendi daverer qil ne fut unques <sup>escript.</sup>  
 prest; quia non patuit quod<sup>2</sup> venit prima die. Agarde  
 fuit qe le pleyntif recoverast; et le defendaunt nient  
 a la merci<sup>3</sup> quia venit primo die. *Eadem lex in quare*  
*impedit et annuite.*

§ En un bref de dower, *Tenaunt*. Unques acouple <sup>Dower.</sup>  
 en leal matrimoine.—*Gayn*. Qe si, prest.—Et fuit mys  
 a dire ou,<sup>4</sup> non obstante quia venit a la barre; qe dit  
 en B. en la diosece levesqe de Loundres.—*Kels*. B. est  
 en levesqe de Nichole.—Et *CURIA* fuit en awer qe  
 faire. Et puis saunz aver regard a nul atre chose  
 graunterent bref al Evesqe de Loundres solom le prier  
 le demandaunt.—Et nota qe lesvesqe put retourner qe  
 B. nest pas deynz sa diocese. Et tunc quære si cel  
 retourn sera pur tut, ou homme mandra a lautre

<sup>1</sup> The passage in brackets is by  
 another hand in the margin.

<sup>2</sup> Add MS. 21584 non potuit quia.

<sup>3</sup> Add. MS. 21584 le defendant  
 en la merci.

<sup>4</sup> MS. outre.

A.D. 1338. the Bishop of London ought to return an answer, not having regard to where the espousals were had.

Novel disseisin.

§ In an assise of Novel Disseisin brought against an infant under age and another it was found that by the direction of the infant the others disseised the plaintiff for the benefit of the infant, but that the infant was not present; and the infant was by judgment acquitted of the disseisin. And because one came with force and arms all the others were ordered to prison &c.

Novel disseisin.

§ In an assise if a bailiff plead some title, and thus he entered without tort,—*Parning* said he could have a replication.—*Trewith*. Yes, in a manner, if you reply and it be found for you, still the assise shall pass by way of assise: but if against you, you will take nothing.—*THE COURT* said the same.—*Stouford*. The plea shall not be inrolled, or if it were pleaded by the party we shall have an answer.—*THE COURT*. It shall be; and give your replication by way of evidence to the assise.

Franchise, where there was a re-summons after the writ was abated.

§ In a liberty which had the cognizance of the plea, by a writ out of this Court he abated the writ in the liberty, because it said "predictorum" where it ought to have been "eorundem." Whereupon the demandant came into the Bench and prayed a re-summons; and because the Court was of opinion that it was not a ground for abating the writ, and the plea was to the writ, they granted a re-summons.—It would be otherwise, as is said, where final judgment is given against the demandant in the liberty &c.

Entry. Note that the statute gives the damages.

§ In a writ of Entry "into which the tenant has not "entry unless by A. who disseised the demandant," the inquest afterwards passed on the damages. But the Justices differed in opinion as to what damages over should be adjudged against the tenant for his time, according to the statute. And afterwards they adjudged seisin and damages against him for the whole time.

Evesqe, ou qe levesqe de Londres deyv retourner re- A.D. 1338.  
spons nient eant regard ou les esposailles se pristerent.

§ En assise de novele disseisine porte vers enfaunt <sup>Nova disseisina</sup>  
deynz age et autre, et trove fuit qe par comandement <sup>atio quia</sup>  
del enfaunt les autres disseiserent le pleyntif al oeps <sup>ron potest</sup>  
lenfaunt, mes lenfaunt ne fut mie la, et lenfaunt fuit <sup>nsentare</sup>  
acquite de la disseisine par jugement. Et pur ceo qun <sup>es jure.</sup>  
vient as armes touz les autres furent agardez a la  
prisoun &c.

§ En assise si baillif die ascun titel, issint est il entre <sup>Nova disseisina;</sup>  
saunz tort, *Parn.* dit qil put aver replicacion.—*Trew.* <sup>et de istud nota.</sup>  
Oil, par maner, si vous repliez et trove soyt pur vous  
unquore lassise passera en point dassise ; mes si contre  
vous, vous ne prendrez rienz.—*Idem dixit CURIA.*—  
*Stouff.* Le plee ne serra mye enroule, ou sil fut plede  
par partie nous averoms respons.—*CURIA.* Si serra, et  
dites vostre replicacion en evidence al assise &c.

§ En un franchise qavoit la conusaunce de plee par <sup>Franchise,</sup>  
un bref hors de ceynz il abati le bref en fraunchise pur <sup>ou il avoit</sup>  
ceo qil voleit "predictorum" ou il deveireit estre "eo- <sup>resomons</sup>  
" rumdem;" sur quei le demandant vient en baunk et <sup>apres bref</sup>  
pria resomons : pur ceo qe avis fut a la court ici qe ceo <sup>abatu.</sup>  
ne fut cause dabater le bref, et le plee fuit a bref, il  
granterent un resomons.—*Secus ut dicitur* ou jugement  
final est rendu encontre le demandant en franchise &c.

§ En un bref dentre, en les queux le tenant nad <sup>Entre.</sup>  
entre si noun par A. qe disseisi le demandant, apres <sup>Nota le</sup>  
lenquest passe de damages. Mes *Justiciarii fuerunt in* <sup>statut</sup>  
*diversa opinione* quex damages outre serrount juges vers <sup>doune les</sup>  
le tenant et pur soun temps solom statut. Et puis <sup>damages.</sup>  
agarderent seisine et damages vers luy entierment.

A.D. 1388. § In a writ of Formedon in the descender where the  
 Formedon. heir of one parcener brought the writ for part of the  
 lands which were allotted on a partition to his mother,  
 (there is a similar writ at the end of the new Register),  
 the writ was challenged because it demanded an en-  
 tirety and not a moiety or a third part. And the  
 challenge was not allowed; for the partition was made  
 and whether the tenement was allotted or not is not  
 now disputed.

Scire facias § In a Scire facias of Dyngheles the sheriff answered  
 that those whom *Stouford* alleged to hold part had  
 nothing, wherefore he (the plaintiff) prayed execution  
 against the others.—*Stouford*. Those whom the sheriff  
 has returned as having nothing are here by attorney;—  
 intimating that they could state what they had and say  
 that another held part who was not named &c.—*Pole*.  
 They have not a day in court.—THE COURT. They  
 are here by attorney, and perhaps delivery may be made  
 of their land.—*Pole*. How can he who has not a day in  
 court answer by attorney, unless it were in a Cape or  
 an Exigend or something of that kind &c.?—*Quære* the  
 end by Thorpe.

Mesne. § In a writ of Mesne brought against James Caun-  
 diche, he said that he himself had granted their services  
 to P. de Columbers for the term of his life, to whom the  
 tenant attorned; judgment if this writ lies against him.  
 —*Trewodes*. We are your immediate tenant and are  
 distreined for the homage which P. can not do.—But he  
 dared not demur, but offered to aver that he was his  
 very tenant, without this that he attorned to P. de  
 Columbers, ready &c.—And the others said that he did  
 attorn &c.

Fine. § A man and his wife acknowledged and released, for  
 themselves and for the heirs of the wife, certain tene-  
 ments to a man; and by confession it was found that it

§ En bref de fourme de doun en le descendere ou A.D. 1338. heir lun parcener porta le bref de partie des terres qe <sup>Fourme-</sup> furent allotez en purpartie a sa mer, et le bref (simile <sup>don.</sup> breve in fine registri novi)<sup>1</sup> el bref fuit chalange ou il demanda par enterete et ne mie par moite et terce partie. Et non allocatur; qar la purpartie fuit fait, et le quiel tenements<sup>2</sup> ou noun fuit allote nest pas ore despute.

§ En un "scire facias" de Dyngheles le vicounte <sup>Scire</sup> respoundi qe tieux en qi *Stouff.* avoit allegge qe tien- <sup>facias.</sup> drent partie, et qils navoient riens, par quei il pria execucioun vers les autres.—*Stouff.* Ceux qe le vicounte ad respoundu qils nount riens sount ici par atourne; quasi diceret, pount dire qil ount et dire qe altre tient partie nient nome &c.—*Pole.* Ils nount mye jour en court.—CURIA. Ils sount par atournei, et par cas lour terre pount estre livere.—*Pole.* Coment puit celui qe nad mie jour en court respoudre par atourne sil ne fussent en Cape ou exigent vel hujus modi &c.—Quære finem de Thorpe.

§ En un bref de Meen porte vers James Caundiche, <sup>Men.</sup> il dit qil mesme avoit grante lour services a P. de <sup>Nota</sup> Col. pur terme de sa vie a qi le tenaunt est attourne, <sup>atourne-</sup> jugement ci cest bref vers luy gise.—*Trewodes.* Nous <sup>ment al</sup> sumes vostre tenaunt immediate et sumes destreint <sup>altre li deit</sup> pur homage qe P. ne puit mie faire.—Mes il nosa pas <sup>deit estran-</sup> demorer; mes tendi qil fut soun verrai tenaunt saunz ceo qil attourna a P. de Columbers, prest.—Et alii qil attourna &c.

§ Un homme et sa femme coneustrent et releesserent Finia. pur eux et pur les heirs la femme certeyn tenementz a un homme; et par confesion fuit trove et ceo fut

<sup>1</sup> MS. regist moi.

<sup>2</sup> The word "tens" has been | writted over the word "temps,"

which latter, however, is not deleted.



A.D. 1338. was a joint purchase by the wife and another man ; and yet the fine stood. It is otherwise in the case of a render.

**Note.**       § Note, according to SCHARSHULLE and *Stouford*, If one recover against a wife without naming her husband, the heir of the husband and the wife will have an assise : but after the death of the husband the wife is barred from an assise on account of the recovery, and is put to a writ of Right &c.—*Quære* &c.

**Mesne.**       § In a writ of Mesne the writ of Distress varied from the original in a surname, but the roll was correct, and the Court did not hold the plea discontinued, but issued a writ as if no writ had been returned and not a distress. And so &c.

**Rescue.**       § In a writ of Rescue, *Rokel* counted of a taking of 10 oxen in two places for damage fesant, and there came the defendant who rescued.—*Trewith*. Judgment of the count which supposes a taking in divers places.—THE COURT. He may have taken part in one place and part in another place. -- *Trewith*. Then the writ and the count should say that he took the beasts, so many here so many there.—THE COURT. This writ is to punish a rescue, and the rescue is one thing.—*Trewith*. But if I can say that one place is my several and so avow the rescue, he will still put me to answer to the taking in the other place.—And he said truly, for one can not plead a taking of part in one place and part in another place.—*Stouford*. The count should not be abated, but a different count would be better. *Quære* if one can have a *Replegiari* for two takings on different days &c.—Then they found by the roll that he had not counted of two places.—And afterwards it was said by the Court that in another place in the same several I could now take them for one.—*Trewith*. And for the other, if you make rescue I shall have a writ for the whole ; also if some of the beasts do damage in one

joint purchas a la femme et a un altre homme; et A.D. 1338. unqore la fyn estut. Secus est de rendre.

§ Nota, par SCH. et *Stouf*. Si homme recovere vers Nota. un femme saunz nomer soun baroun, le heir le baroun et sa femme averount lassise; mes apres la mort le baroun la femme est barre dassise pur le recoverir et est mys al bref de dreit &c. Et quære &c.

<sup>1</sup> § En un bref de Meen le bref de destresse varia al Meen. original en un surnoun mes le roule fut bon, et Court ne tient pas le plee discontinue mes firent bref come nul bref ust este retourne et non distresse. Et sic &c.

§ En un bref de Rescus *Rokel* counta dune prise Rescous. de x. boefs en deux lieux pur damage fesant, La vient le defendant qe rescout.—*Trew*. Jugement de counte qe suppose une prise en divers lieux.—CURIA. Il poet aver pris partie en un lieu et partie en autre lieu.—*Trew*. Donques dirroit le bref et le count quod cepit averia videlicet tant la et tantz la.—CURIA. Cest bref a punir un rescous ou le rescous est un.—*Trew*. Mes si jeo puisse dire qe lun lieu est mon several issint avower le rescous, et uncore il me mettroit a respondre a la prise del autre lieu. Et bene dixit, qar homme ne put mye pleder comme prise dun partie en un lieu et partie en un autre lieu.—*Stouff*. Le counte serroit mye abatu, mes autre count serroit meilleur. Quære si homme puisse aver un Replegiari de deux prises a divers jours &c.—Puis ils troverent par roule qil navoit mie counte en deux lieux.—Et puis dictum fuit a Curia en autre lieu en<sup>e</sup> mesme le several jeo les prendra ore pur lun.—*Trew*. Et pur lautre, si vous facez rescous jeo avera de tut un bref; auxi si partie des avers font damage en un lieu et partie en<sup>2</sup>

<sup>1</sup> This and the remaining cases in Trinity Term are taken from Add. MS. 25184.

<sup>2</sup> MS. un.

A.D. 1338. place and some in another place, I shall make the taking and shall have a writ of Rescue ; wherefore the count is good enough.—Therefore *Parning*, for one, said that there were two fields, and in one of them he had common appendant to certain land, and the other would have distreined, and he did not permit him ; judgment if in our person he can assign tort. And as to B. who is named, he said that he is the shepherd of one W. in which place W. has common, and we as shepherd keeping our &c., and you would have taken them, and we did not permit him ; judgment if in our person he can assign tort.—*Pole*. As to the first we tell you that it is our several, without this that he has any common in the vill, ready &c. ; and the rescue is admitted ; we pray judgment and our damages.—*Trewith*. You do not maintain your count that it is in one place ; judgment of the count, for your replication refers to our answer to both, and thus you admit divers places ; judgment.—And the Court thought little of this challenge, as appears above. But *Parning* demurred outright to the count.—*Pole*. As to the shepherd, he can not plead for the right of another ; judgment. But it appeared to HILLARY that he could, for he said that this is not a writ of Ravishment of Ward. Wherefore *Pole* offered to aver that he rescued with force and arms as his writ supposed, without this that his master had common appendant, ready &c.—*Trewith* received the issue, but prayed aid of his master.—HILLARY. We do not see how you can have the aid.

Scire  
facias.

§ Richard Wilby brought a "scire facias" out of a fine levied in the 16th year of the King the father of the present King on the morrow of the Ascension, by which fine one A. granted the tenements now demanded which Adam de Wilby held for the term of 21 years &c., and after the term that the tenements should remain to Richard de Wilby, father of Richard the present demandant whose heir he is. And the fine mentioned that the tenements were holden as of the honour of Peverel, and

autre, jeo fra la prise et avera un bref de Rescous ; A.D. 1338. par quei le count est assetz bon. Par quei *Parn.* pur un, dit qe ceo fut deux champs, et en lun il avoit comune appurtenant a tiel terre, et lautre voleit aver destreint et lautre ne luy soeffre pas, jugement si en nostre persone tort puisse assigner. Et quant a B. nomee, il dit qil est bercher un W. en quel lieu W. ad comune en un lieu, et nous come bercher gardauntz noz &c., et vous le voillez aver pris, et nous ne lui soeffrons pas, jugement si en nostre persone tort puisse assigner.—*Pole.* Quant al primer, nous vous dioms qe cest nostre several sanz ceo qil neit nul terre en la ville, prest &c. ; et le rescous est conuz ; jugement et noz damages, jugement.—*Trew.* Vous ne meyntheynez mie vostre count qe cest en un lieu, jugement du count, qe vostre replication refiert a nostre respons al un et al autre, issint acceptez divers lieux, jugement.—Et la Court tient poi de ceo chalenge ut patet supra ; mes *Parn.* demoustra atrenche al count.—*Pole.* Quant a bercher il ne put pleder autri droit, jugement. Sed apparuit per HILLARY, qar il dit qe ceo nest pas un bref de ravissement. Par quei *Pole* tendi daverer qil le rescout a force et armes com son bref supposa, sanz ceo qe son meistre eit comune appurtenant, prest.—*Trew.* resceut lissue, mes pria eide de son meistre.—HILLARY. Nous ne veoms pas coment vous poez aver eide.

§ Richard Wilby porta un Scire facias hors dune note leve lan du Roi pere le Roi qe ore est dreyn <sup>Scire facias.</sup> xvi.<sup>1</sup> a lendemeyn del Ascension, par quel note un A. granta les tenementz ore demandez queux un Adam de Welbe tient a terme de xxi. an &c., et apres le terme qe les tenementz duissent remeindre a Richard de Welbe piere Richard gore demande qi heir [il] est. Et la note fist mencion qe les tenementz furent tenuz com del honour de Peverelle, et le bref fist

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<sup>1</sup> MS. xiii.

A.D. 1338. the writ mentioned the note and said that the term was passed, and Richard prayed execution.—*Elm.* The fine supposes that it was levied on the morrow of the Ascension; we say that on that morrow and afterwards no warrant came to the Justices to receive the fine, wherefore the Justices would not record the fine but adjourned the parties until another day, so the warrant came after the fine; then the note ought to bear date the day when the warrant came; judgment if to this writ they ought to be received.—*SCHARSHULLE.* If the warrant came after, the date of the fine would be the first day. *Quære.* Then said *HILLARY*; How shall you who are for Adam be received to say that such an adjournment was made,—for we find by the record that there is such a fine bearing date the morrow of the Ascension,—if you do not show a record for you? —*Elm.* We vouch in support of our statement the record, such a roll, such a year &c.—The roll was found, and it mentioned how on the morrow of the Ascension a concord was made, and then by enquiry made by the Court it appeared that the land was holden of the King, wherefore a day was given to the Quinzein of Trinity, on which day the King sent his patent that a chirograph should be made of the concord, and it recited how the Court had surceased. And it seemed to some that it was contrary to law to suppose the fine to be levied on the first day.—*THE COURT.* We find by the record here that the fine first levied was but affirmed.—*Elm.* It ought to have been drawn up after the acknowledgment and bear the date of that time.—*Trewith.* That goes to abate this fine, and so is to the action.—Then the Court adjudged the writ to be good.—*Elm.* by way of answer &c., because the fine levied in the 16th year supposes that Adam Wilby held for a term of 16 years which term which was not run out, and the writ supposes the contrary, he demanded judgment &c.—The Court seemed to be of opinion that the writ was bad, and that if at the

mention de la note et voleit que le terme fut passe, A.D. 1338. et William pria execucion.—*Elm.* La fyn suppose soi estre leve lendemeyn del Ascension, ou nous dioms que a cel lendemeyn et puis garrant ne vient pas as Justices de resceiver la fyn, par quei les Justices ne voleient la note recorder, mes ajournerent les parties tanqe a un autre jour, ensi garrant vient apres la note; deinz la note doit prendre date de cel jour que garrant deit venir; jugement si a cest bref deivent ils estre resceuz.—*SCHAR.* Si garrant venist apres la date serra del primer jour de la note fait. Quære. Tunc dicit *HILLARY.* Coment serretz vous resceu qestes pur Adam que tiel ajournement fust fait, qar nous trovoms par record que tiel note il i ad que porte<sup>1</sup> date lendemeyn de l'ascension fust, si vous ne moustrez record pur vous?—*Elm.* Nous vouchoms record de nostre dit tiele role tiel an &c. — Roule fut trove que fist mencion coment le lendemeyn del Ascension la pees fut trete, et puis par appocer que la Court fist ele avoit ceo que fut tenuz du Roi, pur quei jour fut done a la xve de la Trinite, a quel jour le Roi manda sa patent que Cirograffe fuit de la pees, et recita coment Court avoit sursitz. Et apparuit aliquibus que ceo fuit coun-tre ley de supposer la fine estre trete le primer jour.—*CURIA.* Nous trovoms par record ceinz que la note primes leve fut mes afferme.—*Elm.* Ele duist aver este trete apres la conisance, et de cel temps porter la date.—*Trew.* Cest dabatre ceste note, issint al accion.—Puis Court agarda le bref bon.—*Elm.* a doner respons &c. Pur ceo que la note que se leva lan xvi<sup>e</sup> suppose que Adam Welbe tient a terme de xvi. aunz quel terme ne fut mie uncore encoruz, et bref suppose le contrare, et demande fut jugement &c. Ratione apparuit ad Curiam fuit de intencion quod breve non valuit, et que si al temps del lever dune

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<sup>1</sup> MS. qar propre.

A.D. 1338. time of levying a fine part of the term be passed, the note should suppose the term but a term yet unexpired. But it gave this as a reason.—*Quære*.—Then *Parning* said that if he would challenge he would grant their estate to be only for a term. Wherefore it appears &c.

*Quære impedit.*

§ The King brought a *Quære Impedit* against the Abbess of Shaftesbury by reason of a vacancy when the abbey was in hands of his grandfather by reason of wardship during the vacancy of the abbey. The King would have counted. One came and said that he was parson of the same church, and put forward a writ by the King's order which said that the Justices should surcease, so that this one who is parson should not be troubled, saving to the King the right of presentation after the death of the parson &c.—*Trewith*. Does not a writ under the great seal or the little seal state that the right shall not be disturbed, which binds the king as well as any another? wherefore we pray that the King may count.—*Pole*. The writ says that the plea is to be tried.—*Parning*. In a *Quære Impedit* each one is plaintiff; and if the King have no right the Abbess will have a writ to the Bishop, and if the King surcease, in like manner it will be for the Abbess.—*Sch*. I am for the Abbess, and I say that it is more advantage to the King to have his presentation now than to wait until after the death of him who is parson, for the King will have a presentation again.—THE COURT. You say truly.—Note that the parson was a provisor, and this suit was undertaken *ex cautela* in order to oust him.—*Pole*. Sir, the King may be nonsuited in his own plea.—*Trewith*. You say truly; but by the nonsuit the defendant will have a writ to the Bishop; but here since the King brings the writ the Bishop's hands are tied, so that he ought not to receive any presentee; nor has the Abbess any writ against the King: and perhaps no one is now parson; then when will a trespass be committed on the Abbess?—THE COURT affirmed that.—*Pole*. She can have a petition although the King testifies by his writ that he is parson.—*Parn-*

note partie du terme seit passe, la note suppose le A.D. 1338. terme mes de temps qest a venir. Sed dixit pro ratione. Quere. Puis *Parn.* dit qe sil voleit le chalenger qil grantereit come lour estat estre mes a terme. Quare apparet &c.

§ Le Roi porta un Quare Impedit vers labbesce de Schaftesbury par resoun dune voidaunce quant labbeye fut en la meyn son aiel par resoun de garde en vacacion. Le Roi voleit aver counte. Vient un et dit qil fut persone de mesme la eglise, et mist avant bref de par le Roi qe voleit qe les Justices surcissent, issint qe cestui qest persone ne soit greve, save le dreit del presentement au Roi apres la mort la persone &c.—*Trew.* Voet pas bref de grant seal ne de petit un droit ne soit destourbe qe lia auxi bien vers le Roi com vers autre; par quei nous prioms qe le Roi puisse counter.—*Pole.* Le bref voet qe le plee soit trie.—*Parn.* En un Quare Impedit chescun est actour, et si le Roi neit mie droit labbesse avera bref al Evesqe, et si le Roi soursise par tiele manere &c. est fait al Abbessse.—*Sch.* Jeo sui pur labbesse, et jeo die qil est greinour avantage qe le Roi eit son presentement ore qe dattendre apres la mort cestui qest persone, qar le Roi avera un presentement autrefoithe.—*CURIA.* Vous ditez verite. Nota qe cestui qe fuit persone fut un provisour, et ceste seute ordine per cautelam de lui ouster.—*Pole.* Le Roi puit estre nonsuy en son plee demene.—*Trew.* Vous ditez verite, mes par noun suyte le defendant avera bref al Evesqe; mes icy quant le Roy porte bref les meyns levesqe sont liez qil ne deit nully presente resceiver; ne vers le Roi labbesse nad nul bref; et put estre qe nul homme soit ore persone; dounques quant trespas serra fait al Abbessse?—*CURIA* illud affirmavit.—*Pole.* Ele puit aver petition mesqe ceo le Roi tesmoigne par son bref qe cely est persone.—*Parn.* Ceo nest



A.D. 1338. *ing.* That is not an affirmative but a suggestion : and let the King count his count, for his right may be saved, and you can consider about the judgment and the execution.—Wherefore he was ordered by the COURT to count.—The Abbess said that she had not disturbed, ready &c.—THE COURT. Then you can not deny that the King has right.—*Asshe.* That will not come from us.—THE COURT. But it will be entered on the roll.—*Asshe.* It is fit that it should.—*Trewith* prayed judgment.—THE COURT. Now we will consider.—On the morrow, *Parning.* These advowsons were given to the Abbey for a chantry, and by such a provision the profits and the chantry is wholly lost, and the provision states that all such things are against the Crown ; we pray that she may be put to answer.—*Asshe.* At least we pray that the Abbess may be always discharged with regard to the King as to this presentation, and that our prayer may be entered.—THE COURT. She shall be so, for you pray what is reasonable, and we see that you will be again charged in a different way ; and we will inform the King of the discharge.—Wherefore they were adjourned &c.

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pas affirmatif mes un suggestion; et lessez le Roi A.D. 1338. counter son count, qe son dreit pout estre salve, et del jugement et execucion vous poez aver avisement.—Par quei comande lui fut par la Court de counter. Labbesse dit qele navoit mie destourbe, prest &c.—CURIA. Dounques ne poez dedire qe le Roi nad dreit.—*Assche*. De nous ne vendra mie cella.—CURIA. Mes serra entre en roule.—*Asshe*. Bien vous covygne.—*Trew*. pria jugement.—CURIA. Ore nous aviseroms.—In crastino *Parn*. Tieux avowesouns sont donez al Abbe pur chanter, et pur tiel provision les profitz et la chaunterie tut est perdu, et voet le provision qe tut tiele chose countre la corone, prioms qil soit mys a respondre.—Sed non fuit.—*Assh*. Au meyns nous prioms qe labbesse soit descharge tut temps vers le Roi de cest presentement, et qe nostre priere soit entre.—CURIA. Ele serra, qar vous priez resoun, et nous veioms qe vous serrez autrefoithe charge autrement; et nous froms a savoir au Roi de la descharge. Par quei ils furent ajournez &c.

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**CALENDAR OF LETTERS, DESPATCHES, AND STATE PAPERS**, relating to the Negotiations between England and Spain, preserved in the Archives at Simancas, and elsewhere. *Edited by* G. A. BERGENROTH. 1862-1868.

Vol. I.—Hen. VII.—1485-1509.

Vol. II.—Hen. VIII.—1509-1525.

Supplement to Vol. I. and Vol. II.

Mr. Bergenroth was engaged in compiling a Calendar of the Papers relating to England preserved in the archives of Simancas in Spain, and the corresponding portion removed from Simancas to Paris. Mr. Bergenroth also visited Madrid, and examined the Papers there, bearing on the reign of Henry VIII. The first volume contains the Spanish Papers of the reign of Henry VII.; the second volume, those of the first portion of the reign of Henry VIII. The Supplement contains new information relating to the private life of Queen Katharine of England; and to the projected marriage of Henry VII. with Queen Juana, widow of King Philip of Castile, and mother of the Emperor Charles V.

**CALENDAR OF LETTERS, DESPATCHES, AND STATE PAPERS**, relating to the Negotiations between England and Spain, preserved in the Archives at Simancas, and elsewhere. *Edited by* DON PASCUAL DE GAYANGOS. 1878-1879.

Vol. III., Part 1.—Hen. VIII.—1525-1526.

Vol. III., Part 2.—Hen. VIII.—1527-1529.

Vol. IV., Part 1.—Hen. VIII.—1529-1530.

Upon the death of Mr. Bergenroth, Don Pascual de Gayangos was appointed to continue the Calendar of the Spanish State Papers. He has pursued a similar plan to that of his predecessor, but has been able to add much valuable matter from Brussels and Vienna, with which Mr. Bergenroth was unacquainted.

**CALENDAR OF STATE PAPERS AND MANUSCRIPTS**, relating to **ENGLISH AFFAIRS**, preserved in the Archives of Venice, &c. *Edited by* RAWDON BROWN, Esq. 1864-1881.

Vol. I.—1202-1509.

Vol. II.—1509-1519.

Vol. III.—1520-1526.

Vol. IV.—1527-1533.

Vol. V.—1534-1554.

Vol. VI., Part I.—1555-1556.

Vol. VI., Part II.—1556-1557.

Mr. Rawdon Brown's researches have brought to light a number of valuable documents relating to various periods of English history; his contributions to historical literature are of the most interesting and important character.

**SYLLABUS, IN ENGLISH, OF RYMER'S FÆDERA.** *By* Sir THOMAS DUFFUS HARDY, D.C.L., Deputy Keeper of the Public Records. Vol. I.—Will. I.—Edw. III.; 1066-1377. Vol. II.—Ric. II.—Chas. II.; 1377-1654. 1869-1878.

The "Fœdera," or "Rymer's Fœdera," is a collection of miscellaneous documents illustrative of the History of Great Britain and Ireland, from the Norman Conquest to the reign of Charles II. Several editions of the "Fœdera" have been published, and the present Syllabus was undertaken to make the contents of this great National Work more generally known.

**REPORT OF THE DEPUTY KEEPER OF THE PUBLIC RECORDS AND THE REV. J. S. BREWER TO THE MASTER OF THE ROLLS**, upon the Carte and Carew Papers in the Bodleian and Lambeth Libraries. 1864. *Price* 2s. 6d.

**REPORT OF THE DEPUTY KEEPER OF THE PUBLIC RECORDS TO THE MASTER OF THE ROLLS**, upon the Documents in the Archives and Public Libraries of Venice. 1866. *Price* 2s. 6d.

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### *In the Press.*

**SYLLABUS, IN ENGLISH, OF RYMER'S FÆDERA.** *By* Sir THOMAS DUFFUS HARDY, D.C.L., Deputy Keeper of the Public Records. Vol. III.—Appendix and Index.

**CALENDAR OF LETTERS, DESPATCHES, AND STATE PAPERS**, relating to the Negotiations between England and Spain, preserved in the Archives at Simancas, and elsewhere. *Edited by* DON PASCUAL DE GAYANGOS. Vol. IV., Part 2.—Hen. VIII.

**CALENDAR OF STATE PAPERS** relating to IRELAND, OF THE REIGN OF ELIZABETH, preserved in Her Majesty's Public Record Office. *Edited by* HANS CLAUDE HAMILTON, Esq., F.S.A. Vol. IV.—1588-1590.

**CALENDAR OF LETTERS AND PAPERS, FOREIGN AND DOMESTIC, OF THE REIGN OF HENRY VIII.**, preserved in Her Majesty's Public Record Office, the British Museum, &c. *Edited by* JAMES GAIRDNER, Esq. Vol. VII.—1534, &c.

**CALENDAR OF STATE PAPERS, DOMESTIC SERIES, DURING THE COMMONWEALTH**, preserved in Her Majesty's Public Record Office. *Edited by* MARY ANNE EVERETT GREEN. Vol. X.—1656, &c.

**CALENDAR OF STATE PAPERS AND MANUSCRIPTS**, relating to ENGLISH AFFAIRS, preserved in the Archives of Venice, &c. *Edited by* RAWDON BROWN, Esq. Vol. VI., Part III.—1557-1558.

**CALENDAR OF TREASURY PAPERS**, preserved in Her Majesty's Public Record Office. *Edited by* JOSEPH REDINGTON, Esq. Vol. V.—1714-1719.

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*In Progress.*

**CALENDAR OF STATE PAPERS, COLONIAL SERIES**, preserved in Her Majesty's Public Record Office, and elsewhere. *Edited by* W. NOEL SAINSBURY, Esq. Vol. VI.—East Indies, 1626, &c. Vol. VII.—America and West Indies, 1669, &c.

**CALENDAR OF HOME OFFICE PAPERS OF THE REIGN OF GEORGE III.**, preserved in Her Majesty's Public Record Office. *Edited by* RICHARD ARTHUR ROBERTS, Esq., Barrister-at-Law. Vol. IV.—1773, &c.

**CALENDAR OF STATE PAPERS, FOREIGN SERIES, OF THE REIGN OF ELIZABETH**, preserved in Her Majesty's Public Record Office. Vol. XII.—1577.

**CALENDAR OF DOCUMENTS** relating to IRELAND, preserved in Her Majesty's Public Record Office, London. *Edited by* HENRY SAVAGE SWEETMAN, Esq., B.A., Trinity College, Dublin, Barrister-at-Law (Ireland). Vol. V.—1302, &c.

**CALENDAR OF STATE PAPERS, DOMESTIC SERIES, OF THE REIGN OF CHARLES I.**, preserved in Her Majesty's Public Record Office. *Edited by* WILLIAM DOUGLAS HAMILTON, Esq., F.S.A. Vol. XVIII.—1641-1644.

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## THE CHRONICLES AND MEMORIALS OF GREAT BRITAIN AND IRELAND DURING THE MIDDLE AGES.

[ROYAL 8vo. half-bound. *Price* 10s. each Volume or Part.]

On 25 July 1822, the House of Commons presented an address to the Crown, stating that the editions of the works of our ancient historians were inconvenient and defective; that many of their writings still remained in manuscript, and, in some cases, in a single copy only. They added, "that an uniform and convenient edition of the whole, published under His Majesty's royal sanction, would be an undertaking honourable to His Majesty's reign, and conducive to the advancement of historical and constitutional knowledge; that the House therefore humbly besought His Majesty, that He would be graciously pleased to give such directions as His Majesty, in His wisdom, might think fit, for the publication of a complete edition of the ancient historians of this realm, and assured His Majesty that whatever expense might be necessary for this purpose would be made good."

The Master of the Rolls, being very desirous that effect should be given to the resolution of the House of Commons, submitted to Her Majesty's Treasury in 1857 a plan for the publication of the ancient chronicles and memorials of the United Kingdom, and it was adopted accordingly. In selecting these works, it was considered right, in the first instance, to give preference to those of which the manuscripts were unique, or the materials of which would help to fill up blanks in English history for which no satisfactory and authentic information hitherto existed in any accessible form. One great object the Master of the Rolls had in view was to form a *corpus historicum* within reasonable limits, and which should be as complete as possible. In a subject of so vast a range, it was important that the historical student should be able to select such volumes as conformed with his own peculiar tastes and studies, and not be put to the expense of purchasing the whole collection; an inconvenience inseparable from any other plan than that which has been in this instance adopted.

Of the Chronicles and Memorials, the following volumes have been published. They embrace the period from the earliest time of British history down to the end of the reign of Henry VII.

1. THE CHRONICLE OF ENGLAND, by JOHN CAPGRAVE. *Edited by* the Rev. F. C. HINGESTON, M.A., of Exeter College, Oxford. 1858.

Capgrave was prior of Lynn, in Norfolk, and provincial of the order of the Friars Hermits of England shortly before the year 1464. His Chronicle extends from the creation of the world to the year 1417. As a record of the language spoken in Norfolk (being written in English), it is of considerable value.

2. CHRONICON MONASTERII DE ABINGDON. Vols. I. and II. *Edited by* the Rev. JOSEPH STEVENSON, M.A., of University College, Durham, and Vicar of Leighton Buzzard. 1858.

This Chronicle traces the history of the great Benedictine monastery of Abingdon in Berkshire, from its foundation by King Ina of Wessex, to the reign of Richard I., shortly after which period the present narrative was drawn up by an inmate of the establishment. The author had access to the title-deeds of the house; and incorporates into his history various charters of the Saxon kings, of great importance as illustrating not only the history of the locality but that of the kingdom. The work is printed for the first time.

3. **LIVES OF EDWARD THE CONFESSOR.** I.—*La Estoire de Seint Aedward le Rei.* II.—*Vita Beati Edvardi Regis et Confessoris.* III.—*Vita Æduardi Regis qui apud Westmonasterium requiescit.* Edited by HENRY RICHARDS LUARD, M.A., Fellow and Assistant Tutor of Trinity College, Cambridge. 1858.

The first is a poem in Norman French, containing 4,686 lines, addressed to Alianor, Queen of Henry III., probably written in 1245, on the restoration of the church of Westminster. Nothing is known of the author. The second is an anonymous poem, containing 536 lines, written between 1440 and 1450, by command of Henry VI., to whom it is dedicated. It does not throw any new light on the reign of Edward the Confessor, but is valuable as a specimen of the Latin poetry of the time. The third, also by an anonymous author, was apparently written for Queen Edith, between 1066 and 1074, during the pressure of the suffering brought on the Saxons by the Norman conquest. It notices many facts not found in other writers, and some which differ considerably from the usual accounts.

- MONUMENTA FRANCISCANA.** Vol. I.—Thomas de Eccleston de Adventu Fratrum Minorum in Angliam. Adæ de Marisco Epistolæ. Registrum Fratrum Minorum Londoniæ. Edited by J. S. BREWER, M.A., Professor of English Literature, King's College, London. Vol. II.—*De Adventu Minorum*; re-edited, with additions. Chronicle of the Grey Friars. The ancient English version of the Rule of St. Francis. Abbreviatio Statutorum, 1451, &c. Edited by RICHARD HOWLETT, Esq., of the Middle Temple, Barrister-at-Law. 1858, 1882.

The first volume contains original materials for the history of the settlement of the order of Saint Francis in England, the letters of Adam de Marisco, and other papers connected with the foundation and diffusion of this great body. It was the aim of the editor to collect whatever historical information could be found in this country, towards illustrating a period of the national history for which only scanty materials exist. None of these have been before printed. The second volume contains materials found, since the first volume was published, among the MSS. of Sir Charles Isham, and in various libraries.

5. **FASCICULI ZIZANIORUM MAGISTRI JOHANNIS WYCLIF CUM TRITICO.** Ascribed to THOMAS NETTER, of WALDEN, Provincial of the Carmelite Order in England, and Confessor to King Henry the Fifth. Edited by the Rev. W. W. SHIRLEY, M.A., Tutor and late Fellow of Wadham College, Oxford. 1858.

This work derives its principal value from being the only contemporaneous account of the rise of the Lollards. When written the disputes of the schoolmen had been extended to the field of theology, and they appear both in the writings of Wycliff and in those of his adversaries. Wycliff's little bundles of tares are not less metaphysical than theological, and the conflict between Nominalists and Realists rages side by side with the conflict between the different interpreters of Scripture. The work gives a good idea of the controversies at the end of the 14th and the beginning of the 15th centuries.

6. **THE BUIK OF THE CRONICLIS OF SCOTLAND ; or, A Metrical Version of the History of Hector Boece ;** by WILLIAM STEWART. Vols. I., II., and III. Edited by W. B. TURNBULL, Esq., of Lincoln's Inn, Barrister-at-Law. 1858.

This is a metrical translation of a Latin Prose Chronicle, and was written in the first half of the 16th century. The narrative begins with the earliest legends, and ends with the death of James I. of Scotland, and the "evil ending of the traitors that slew him." Strict accuracy of statement is not to be looked for in such a work as this ; but the stories of the colonisation of Spain, Ireland, and Scotland are interesting if not true ; and the chronicle is valuable as a reflection of the manners, sentiments, and character of the age in which it was composed. The peculiarities of the Scottish dialect are well illustrated in this metrical version, and the student of language will find ample materials for comparison with the English dialects of the same period, and with modern lowland Scotch.

7. *JOHANNIS CAPGRAVE LIBER DE ILLUSTRIBUS HENRICIS*. Edited by the Rev. F. C. HINGESTON, M.A., of Exeter College, Oxford. 1858.

This work is dedicated to Henry VI. of England, who appears to have been, in the author's estimation, the greatest of all the Henries. It is divided into three parts, each having a separate dedication. The first part relates only to the history of the Empire, from the election of Henry I., the Fowler, to the end of the reign of the Emperor Henry VI. The second part is devoted to English history, from the accession of Henry I. in 1100, to 1446, which was the twenty-fourth year of the reign of Henry VI. The third part contains the lives of illustrious men who have borne the name of Henry in various parts of the world. Capgrave was born in 1393, in the reign of Richard II., and lived during the Wars of the Roses, for which period his work is of some value.

8. *HISTORIA MONASTERII S. AUGUSTINI CANTUARIENSIS*, by THOMAS OF ELMHAM, formerly Monk and Treasurer of that Foundation. Edited by CHARLES HARDWICK, M.A., Fellow of St. Catharine's Hall, and Christian Advocate in the University of Cambridge. 1858.

This history extends from the arrival of St. Augustine in Kent until 1191. Prefixed is a chronology as far as 1418, which shows in outline what was to have been the character of the work when completed. The only copy known is in the possession of Trinity Hall, Cambridge. The author was connected with Norfolk, and most probably with Elmham, whence he derived his name.

9. *EULOGIUM (HISTORIARUM SIVE TEMPORIS)*: Chronicon ab Orbe condito usque ad Annum Domini 1366; a Monacho quodam Malmesbiriensi exaratum. Vols. I., II., and III. Edited by F. S. HAYDON, Esq., B.A. 1858-1863.

This is a Latin Chronicle extending from the Creation to the latter part of the reign of Edward III., and written by a monk of the Abbey of Malmesbury, in Wiltshire, about the year 1367. A continuation, carrying the history of England down to the year 1413, was added in the former half of the fifteenth century by an author whose name is not known. The original Chronicle is divided into five books, and contains a history of the world generally, but more especially of England to the year 1366. The continuation extends the history down to the coronation of Henry V. The Eulogium itself is chiefly valuable as containing a history, by a contemporary, of the period between 1356 and 1366. The notices of events appear to have been written very soon after their occurrence. Among other interesting matter, the Chronicle contains a diary of the Poitiers campaign, evidently furnished by some person who accompanied the army of the Black Prince. The continuation of the Chronicle is also the work of a contemporary, and gives a very interesting account of the reigns of Richard II. and Henry IV. It is believed to be the earliest authority for the statement that the latter monarch died in the Jerusalem Chamber at Westminster.

10. *MEMORIALS OF HENRY THE SEVENTH*: Bernardi Andreæ Tholosatis Vita Regis Henrici Septimi; necnon alia quædam ad eundem Regem spectantia. Edited by JAMES GAIRDNER, Esq. 1858.

The contents of this volume are—(1) a life of Henry VII., by his poet laureate and historiographer, Bernard André, of Toulouse, with some compositions in verse, of which he is supposed to have been the author; (2) the journals of Roger Machado during certain embassies on which he was sent by Henry VII. to Spain and Brittany, the first of which had reference to the marriage of the King's son, Arthur, with Catharine of Arragon; (3) two curious reports by envoys sent to Spain in the year 1505 touching the succession to the Crown of Castile, and a project of marriage between Henry VII. and the Queen of Naples; and (4) an account of Philip of Castile's reception in England in 1506. Other documents of interest in connexion with the period are given in an appendix.

11. *MEMORIALS OF HENRY THE FIFTH*. I.—Vita Henrici Quinti, Roberto Redmanno auctore. II.—Versus Rhythmici in laudem Regis Henrici Quinti. III.—Elmhami Liber Metricus de Henrico V. Edited by CHARLES A. COLE, Esq. 1858.

This volume contains three treatises which more or less illustrate the history of the reign of Henry V., viz.: A Life by Robert Redman; a Metrical Chronicle by Thomas Elmham, prior of Lenton, a contemporary author; Versus Rhythmici, written apparently by a monk of Westminster Abbey, who was also a contemporary of Henry V. These works are printed for the first time.



12. **MUNIMENTA GILDHALLÆ LONDONIENSIS**; *Liber Albus, Liber Custumarum, et Liber Horn*, in archivis Gildhallæ asservati. Vol. I., *Liber Albus*. Vol. II. (in Two Parts), *Liber Custumarum*. Vol. III. Translation of the Anglo-Norman Passages in *Liber Albus*, Glossaries, Appendices, and Index. Edited by HENRY THOMAS RILEY, Esq., M.A., Barrister-at-Law. 1859-1862.

The manuscript of the *Liber Albus*, compiled by John Carpenter, Common Clerk of the City of London in the year 1419, a large folio volume, is preserved in the Record Room of the City of London. It gives an account of the laws, regulations, and institutions of that City in the twelfth, thirteenth, fourteenth, and early part of the fifteenth centuries.

The *Liber Custumarum* was compiled probably by various hands in the early part of the fourteenth century during the reign of Edward II. The manuscript, a folio volume, is also preserved in the Record Room of the City of London, though some portion in its original state, borrowed from the City in the reign of Queen Elizabeth and never returned, forms part of the Cottonian MS. Claudius D. II. in the British Museum. It also gives an account of the laws, regulations, and institutions of the City of London in the twelfth, thirteenth, and early part of the fourteenth centuries.

13. **CHRONICA JOHANNIS DE OXENEDES**. Edited by Sir HENRY ELLIS, K.H. 1859.

Although this Chronicle tells of the arrival of Hengist and Horsa in England in the year 449, yet it substantially begins with the reign of King Alfred, and comes down to the year 1292, where it ends abruptly. The history is particularly valuable for notices of events in the eastern portions of the kingdom, which are not to be elsewhere obtained, and some curious facts are mentioned relative to the floods in that part of England, which are confirmed in the Friesland Chronicle of Anthony Heinrich, pastor of the Island of Mohr.

14. **A COLLECTION OF POLITICAL POEMS AND SONGS RELATING TO ENGLISH HISTORY, FROM THE ACCESSION OF EDWARD III. TO THE REIGN OF HENRY VIII.** Vols. I. and II. Edited by THOMAS WRIGHT, Esq., M.A. 1859-1861.

These Poems are perhaps the most interesting of all the historical writings of the period, though they cannot be relied on for accuracy of statement. They are various in character; some are upon religious subjects, some may be called satires, and some give no more than a court scandal; but as a whole they present a very fair picture of society, and of the relations of the different classes to one another. The period comprised is in itself interesting, and brings us, through the decline of the feudal system, to the beginning of our modern history. The songs in old English are of considerable value to the philologist.

15. **The "OPUS TERTIUM," "OPUS MINUS," &c., of ROGER BACON.** Edited by J. S. BREWER, M.A., Professor of English Literature, King's College, London. 1859.

This is the celebrated treatise—never before printed—so frequently referred to by the great philosopher in his works. It contains the fullest details we possess of the life and labours of Roger Bacon: also a fragment by the same author, supposed to be unique, the "*Compendium Studii Theologiae*."

16. **BARTHOLOMÆI DE COTTON, MONACHI NORWICENSIS, HISTORIA ANGELICANA**; 449-1298: necnon ejusdem *Liber de Archiepiscopis et Episcopis Angliæ*. Edited by HENRY RICHARDS LUARD, M.A., Fellow and Assistant Tutor of Trinity College, Cambridge. 1859.

The author, a monk of Norwich, has here given us a Chronicle of England from the arrival of the Saxons in 449 to the year 1298, in or about which year it appears that he died. The latter portion of this history (the whole of the reign of Edward I. more especially) is of great value, as the writer was contemporary with the events which he records. An Appendix contains several illustrative documents connected with the previous narrative.

17. **BRUT y TYWYSOGION**; or, **The Chronicle of the Princes of Wales.** Edited by the Rev. JOHN WILLIAMS AB ITHEL, M.A. 1860.

This work, also known as "*The Chronicle of the Princes of Wales*," has been attributed to Caradoc of Llancarvan, who flourished about the middle of the twelfth century. It is written in the ancient Welsh language, begins with

the abdication and death of Caedwala at Rome, in the year 681, and continues the history down to the subjugation of Wales by Edward I., about the year 1282.

18. **A COLLECTION OF ROYAL AND HISTORICAL LETTERS DURING THE REIGN OF HENRY IV.** 1399-1404. *Edited by* the Rev. F. C. HINGESTON, M.A., of Exeter College, Oxford. 1860.

This volume, like all the others in the series containing a miscellaneous selection of letters, is valuable on account of the light it throws upon biographical history, and the familiar view it presents of characters, manners, and events. The period requires much elucidation; to which it will materially contribute.

19. **THE REPRESSOR OF OVER MUCH BLAMING OF THE CLERGY.** By REGINALD PECOCK, sometime Bishop of Chichester. Vols. I. and II. *Edited by* CHURCHILL BABINGTON, B.D., Fellow of St. John's College, Cambridge. 1860.

The "Repressor" may be considered the earliest piece of good theological disquisition of which our English prose literature can boast. The author was born about the end of the fourteenth century, consecrated Bishop of St. Asaph in the year 1444, and translated to the see of Chichester in 1450. While Bishop of St. Asaph, he zealously defended his brother prelates from the attacks of those who censured the bishops for their neglect of duty. He maintained that it was no part of a bishop's functions to appear in the pulpit, and that his time might be more profitably spent, and his dignity better maintained, in the performance of works of a higher character. Among those who thought differently were the Lollards, and against their general doctrines the "Repressor" is directed. Pecock took up a position midway between that of the Roman Church and that of the modern Anglican Church; but his work is interesting chiefly because it gives a full account of the views of the Lollards and of the arguments by which they were supported, and because it assists us to ascertain the state of feeling which ultimately led to the Reformation. Apart from religious matters, the light thrown upon contemporaneous history is very small, but the "Repressor" has great value for the philologist, as it tells us what were the characteristics of the language in use among the cultivated Englishmen of the fifteenth century. Pecock, though an opponent of the Lollards, showed a certain spirit of toleration, for which he received, towards the end of his life, the usual mediæval reward—persecution.

20. **ANNALES CAMBRIÆ.** *Edited by* the Rev. JOHN WILLIAMS AB ITHEL, M.A. 1860.

These annals, which are in Latin, commence in the year 447, and come down to the year 1288. The earlier portion appears to be taken from an Irish Chronicle which was also used by Tigernach, and by the compiler of the Annals of Ulster. During its first century it contains scarcely anything relating to Britain, the earliest direct concurrence with English history is relative to the mission of Augustine. Its notices throughout, though brief, are valuable. The annals were probably written at St. Davids, by Blegewryd, Archdeacon of Llandaff, the most learned man in his day in all Cymru.

21. **THE WORKS OF GIRALDUS CAMBRENSIS.** Vols. I., II., III., and IV. *Edited by* J. S. BREWER, M.A., Professor of English Literature, King's College, London. Vols. V., VI., and VII. *Edited by* the Rev. JAMES F. DIMOCK, M.A., Rector of Barnburgh, Yorkshire. 1861-1877.

These volumes contain the historical works of Gerald du Barry, who lived in the reigns of Henry II., Richard I., and John, and attempted to re-establish the independence of Wales by restoring the see of St. Davids to its ancient primacy. His works are of a very miscellaneous nature, both in prose and verse, and are remarkable chiefly for the racy and original anecdotes which they contain relating to contemporaries. He is the only Welsh writer of any importance who has contributed so much to the mediæval literature of this country, or assumed, in consequence of his nationality, so free and independent a tone. His frequent travels in Italy, in France, in Ireland, and in Wales, gave him opportunities for observation which did not generally fall to the lot of mediæval writers in the twelfth and thirteenth centuries, and of these observations Giraldus has made due use. Only extracts from these treatises have been printed before, and almost all of them are taken from unique manuscripts.

The *Topographia Hibernica* (in Vol. V.) is the result of Giraldus' two visits to Ireland. The first in the year 1188, the second in 1185-6, when he accompanied Prince John into that country. Curious as this treatise is, Mr. Dimock is of opinion that it ought not to be accepted as sober truthful history, for Giraldus himself states that truth was not his main object, and that he compiled the work for the purpose of sounding the praises of Henry the Second. Elsewhere, however, he declares that he had stated nothing in the *Topographia* of the truth of which he was not well assured, either by his own eyesight or by the testimony, with all diligence elicited, of the most trustworthy and authentic men in the country; that though he did not put just the same full faith in their reports as in what he had himself seen, yet, as they only related what they had themselves seen, he could not but believe such credible witnesses. A very interesting portion of this treatise is devoted to the animals of Ireland. It shows that he was a very accurate and acute observer, and his descriptions are given in a way that a scientific naturalist of the present day could hardly improve upon. The *Expugnatio Hibernica* was written about the year 1188 and may be regarded rather as a great epic than a sober relation of acts occurring in his own days. No one can peruse it without coming to the conclusion that it is rather a poetical fiction than a prosaic truthful history.

Vol. VI. contains the *Itinerarium Kambricæ et Descriptio Kambricæ*: and Vol. VII., the lives of S. Remigius and S. Hugh.

22. **LETTERS AND PAPERS ILLUSTRATIVE OF THE WARS OF THE ENGLISH IN FRANCE DURING THE REIGN OF HENRY THE SIXTH, KING OF ENGLAND.** Vol. I., and Vol. II. (in Two Parts). *Edited by* the Rev. JOSEPH STEVENSON, M.A., of University College, Durham, and Vicar of Leighton Buzzard. 1861-1864.

The letters and papers contained in these volumes are derived chiefly from originals or contemporary copies extant in the Bibliothèque Impériale, and the Dépôt des Archives, in Paris. They illustrate the line of policy adopted by John Duke of Bedford and his successors during their government of Normandy, and such other provinces of France as had been acquired by Henry V. We may here trace, step by step, the gradual declension of the English power, until we are prepared to read of its final overthrow.

23. **THE ANGLO-SAXON CHRONICLE, ACCORDING TO THE SEVERAL ORIGINAL AUTHORITIES.** Vol. I., Original Texts. Vol. II., Translation. *Edited and translated by* BENJAMIN THORPE, Esq., Member of the Royal Academy of Sciences at Munich, and of the Society of Netherlandish Literature at Leyden. 1861.

This Chronicle, extending from the earliest history of Britain to the year 1154, is justly the boast of England; for no other nation can produce any history, written in its own vernacular, at all approaching it, either in antiquity, truthfulness, or extent, the historical books of the Bible alone excepted. There are at present six independent manuscripts of the Saxon Chronicle, ending in different years, and written in different parts of the country. In this edition, the text of each manuscript is printed in columns on the same page, so that the student may see at a glance the various changes which occur in orthography, whether arising from locality or age.

24. **LETTERS AND PAPERS ILLUSTRATIVE OF THE REIGNS OF RICHARD III. AND HENRY VII.** Vols. I. and II. *Edited by* JAMES GAIRDNER, Esq. 1861-1863.

The Papers are derived from MSS. in the Public Record Office, the British Museum, and other repositories. The period to which they refer is unusually destitute of chronicles and other sources of historical information, so that the light obtained from these documents is of special importance. The principal contents of the volumes are some diplomatic Papers of Richard III.; correspondence between Henry VII. and Ferdinand and Isabella of Spain; documents relating to Edmund de la Pole, Earl of Suffolk; and a portion of the correspondence of James IV. of Scotland.

25. **LETTERS OF BISHOP GROSSETESTE, illustrative of the Social Condition of his Time.** *Edited by* HENRY RICHARDS LUARD, M.A., Fellow and Assistant Tutor of Trinity College, Cambridge. 1861.

The Letters of Robert Grosseteste (131 in number) are here collected from various sources, and a large portion of them is printed for the first time. They range in

date from about 1210 to 1253, and relate to various matters connected not only with the political history of England during the reign of Henry III., but with its ecclesiastical condition. They refer especially to the diocese of Lincoln, of which Grosseteste was bishop.

6. **DESCRIPTIVE CATALOGUE OF MANUSCRIPTS RELATING TO THE HISTORY OF GREAT BRITAIN AND IRELAND.** Vol. I. (in Two Parts); Anterior to the Norman Invasion. Vol. II.; 1066-1200. Vol. III.; 1200-1327. *By* Sir THOMAS DUFFUS HARDY, D.C.L., Deputy Keeper of the Public Records. 1862-1871.

The object of this work is to publish notices of all known sources of British history, both printed and unprinted, in one continued sequence. The materials, when historical (as distinguished from biographical), are arranged under the year in which the latest event is recorded in the chronicle or history, and not under the period in which its author, real or supposed, flourished. Biographies are enumerated under the year in which the person commemorated died, and not under the year in which the life was written. This arrangement has two advantages; the materials for any given period may be seen at a glance; and if the reader knows the time when an author wrote, and the number of years that had elapsed between the date of the events and the time the writer flourished, he will generally be enabled to form a fair estimate of the comparative value of the narrative itself. A brief analysis of each work has been added when deserving it, in which the original portions are distinguished from those which are mere compilations. When possible, the sources are indicated from which such compilations have been derived. A biographical sketch of the author of each piece has been added, and a brief notice has also been given of such British authors as have written on historical subjects.

27. **ROYAL AND OTHER HISTORICAL LETTERS ILLUSTRATIVE OF THE REIGN OF HENRY III.** Vol. I., 1216-1235. Vol. II., 1236-1272. *Selected and edited by* the Rev. W. W. SHIRLEY, D.D., Regius Professor in Ecclesiastical History, and Canon of Christ Church, Oxford. 1862-1866.

The letters contained in these volumes are derived chiefly from the ancient correspondence formerly in the Tower of London, and now in the Public Record Office. They illustrate the political history of England during the growth of its liberties, and throw considerable light upon the personal history of Simon de Montfort. The affairs of France form the subject of many of them, especially in regard to the province of Gascony. The entire collection consists of nearly 700 documents, the greater portion of which is printed for the first time.

28. **CHRONICA MONASTERII S. ALBANI.**—1. THOMÆ WALSINGHAM HISTORIA ANGLICANA; Vol. I., 1272-1381: Vol. II., 1381-1422. 2. WILLELMI RISHANGER CHRONICA ET ANNALES, 1259-1307. 3. JOHANNIS DE TROKELWE ET HENRICI DE BLANEFORDE CHRONICA ET ANNALES, 1259-1296; 1307-1324; 1392-1406. 4. GESTA ABBATUM MONASTERII S. ALBANI, A THOMÆ WALSINGHAM, REGNANTE RICARDO SECUNDO, EJUSDEM ECCLESIE PRÆCENTORE, COMPILATA; Vol. I., 793-1290: Vol. II., 1290-1349: Vol. III., 1349-1411. 5. JOHANNIS AMUNDESHAM, MONACHI MONASTERII S. ALBANI, UT VIDETUR, ANNALES; Vols. I. and II. 6. REGISTRA QUORUNDAM ABBATUM MONASTERII S. ALBANI, QUI SÆCULO XV<sup>mo</sup> FLORUERE; Vol. I., REGISTRUM ABBATIS JOHANNIS WHETHAMSTEDE, ABBATIS MONASTERII SANCTI ALBANI, ITERUM SUSCEPTÆ; ROBERTO BLAKENEY, CAPELLANO, QUONDAM ADSRIPTUM: Vol. II., REGISTRA JOHANNIS WHETHAMSTEDE, WILLELMI ALBON, ET WILLELMI WALINGFORDE, ABBATUM MONASTERII SANCTI ALBANI, CUM APPENDICE, CONTINENTE QUASDAM EPISTOLAS, A JOHANNIS WHETHAMSTEDE CONSCRIPTAS. 7. YPODIGNA NEUSTRIÆ, A THOMÆ WALSINGHAM, QUONDAM MONACHO MONASTERII S. ALBANI, CONSCRIPTUM. *Edited by* HENRY THOMAS RILEY, Esq., M.A., Cambridge and Oxford; and of the Inner Temple, Barrister-at-Law. 1863-1876.

In the first two volumes is a History of England, from the death of Henry III. to the death of Henry V., by Thomas Walsingham, Precentor of St. Albans, from MS. VII. in the Arundel Collection in the College

of Arms, London, a manuscript of the fifteenth century, collated with MS 13 E. IX. in the King's Library in the British Museum, and MS. VII. in the Parker Collection of Manuscripts at Corpus Christi College, Cambridge.

In the third volume is a Chronicle of English History, attributed to William Rishanger, who lived in the reign of Edward I., from the Cotton. MS. Faustina B. IX. in the British Museum, collated with MS. 14 C. VII. (fols. 219-231) in the King's Library, British Museum, and the Cotton MS. Claudius E. III., fols. 306-331: an account of transactions attending the award of the kingdom of Scotland to John Balliol, 1291-1292, from MS. Cotton. Claudius D. VI., also attributed to William Rishanger, but on no sufficient ground: a short Chronicle of English History, 1292 to 1300, by an unknown hand, from MS. Cotton. Claudius D. VI.: a short Chronicle Willelmi Rishanger Gesta Edwardi Primi, Regis Angliæ, from MS. 14 C. I. in the Royal Library, and MS. Cotton. Claudius D. VI., with *Annales Regum Angliæ*, probably by the same hand: and fragments of three Chronicles of English History, 1285 to 1307.

In the fourth volume is a Chronicle of English History, 1259 to 1296, from MS. Cotton. Claudius D. VI.: *Annals of Edward II.*, 1307 to 1323, by John de Trokelowe, a monk of St. Albans, and a continuation of Trokelowe's *Annals*, 1323, 1324, by Henry de Blanford, both from MS. Cotton. Claudius D. VI.: a full Chronicle of English History, 1392 to 1406, from MS. VII. in the Library of Corpus Christi College, Cambridge; and an account of the Benefactors of St. Albans, written in the early part of the fifteenth century, from MS. VI. in the same Library.

The fifth, sixth, and seventh volumes contain a history of the Abbots of St. Albans, 793 to 1411, mainly compiled by Thomas Walsingham, from MS. Cotton. Claudius E. IV., in the British Museum: with a Continuation, from the closing pages of Parker MS. VII., in the Library of Corpus Christi College, Cambridge.

The eighth and ninth volumes, in continuation of the *Annals*, contain a Chronicle, probably by John Amundesham, a monk of St. Albans.

The tenth and eleventh volumes relate especially to the acts and proceedings of Abbots Whethamstede, Albon, and Wallingford, and may be considered as a memorial of the chief historical and domestic events during those periods.

The twelfth volume contains a compendious History of England to the reign of Henry V., and of Normandy in early times, also by Thomas Walsingham, and dedicated to Henry V. The compiler has often substituted other authorities in place of those consulted in the preparation of his larger work.

29. *CHRONICON ABBATIE EVESHAMENSIS, AUCTORIBUS DOMINICO PRIORE EVESHAMIE ET THOMA DE MARLEBERGE ABBATE, A FUNDATIONE AD ANNUM 1213, UNA CUM CONTINUATIONE AD ANNUM 1418.* Edited by the Rev. W. D. MACRAY, M.A., Bodleian Library, Oxford. 1863.

The Chronicle of Evesham illustrates the history of that important monastery from its foundation by Egwin, about 690, to the year 1418. Its chief feature is an autobiography, which makes us acquainted with the inner daily life of a great abbey, such as but rarely has been recorded. Interspersed are many notices of general, personal, and local history which will be read with much interest. This work exists in a single MS., and is for the first time printed.

30. *RICARDI DE CIRENCESTRIA SPECULUM HISTORIALE DE GESTIS REGUM ANGLIÆ.* Vol. I., 447-871. Vol. II., 872-1066. Edited by JOHN E. P. MAYOR, M.A., Fellow of St. John's College, Cambridge. 1863-1869.

The compiler, Richard of Cirencester, was a monk of Westminster, 1355-1400. In 1391 he obtained a licence to make a pilgrimage to Rome. His history, in four books, extends from 447 to 1066. He announces his intention of continuing it, but there is no evidence that he completed any more. This chronicle gives many charters in favour of Westminster Abbey, and a very full account of the lives and miracles of the saints, especially of Edward the Confessor, whose reign occupies the fourth book. A treatise on the Coronation, by William of Sudbury, a monk of Westminster, fills book iii. c. 3. It was on this author that C. J. Bertram fathered his forgery, *De Situ Britannia*, in 1747.

31. *YEAR BOOKS OF THE REIGN OF EDWARD THE FIRST.* Years 20-21, 21-22, 30-31, 32-33, and 33-35. Edited and translated by ALFRED

JOHN HORWOOD, Esq., of the Middle Temple, Barrister-at-Law. *YEAR BOOKS*, 11—16 Edward III. *Edited and translated by* ALFRED JOHN HORWOOD, Esq., of the Middle Temple, Barrister-at-Law; *continued by* LUKE OWEN PIKE, Esq., M.A., of Lincoln's Inn, Barrister-at-Law. 1863—1883.

The volumes known as the "Year Books" contain reports in Norman-French of cases argued and decided in the Courts of Common Law. They may be considered to a great extent as the "lex non scripta" of England, and have been held in the highest veneration by the ancient sages of the law, and were received by them as the repositories of the first recorded judgments and dicta of the great legal luminaries of past ages. They are also worthy of the attention of the general reader on account of the historical information and the notices of public and private persons which they contain, as well as the light which they throw on ancient manners and customs.

32. *NARRATIVES OF THE EXPULSION OF THE ENGLISH FROM NORMANDY, 1449—1450.*—Robertus Blondelli de Reductione Normanniæ: Le Recouvrement de Normandie, par Berry, Hérault du Roy: Conférences between the Ambassadors of France and England. *Edited, from MSS. in the Imperial Library at Paris, by the Rev. JOSEPH STEVENSON, M.A., of University College, Durham.* 1863.

This volume contains the narrative of an eye-witness who details with considerable power and minuteness the circumstances which attended the final expulsion of the English from Normandy in the year 1450. The history commences with the infringement of the truce by the capture of Fongères, and ends with the battle of Formigny and the embarkation of the Duke of Somerset. The whole period embraced is less than two years.

33. *HISTORIA ET CARTULARIUM MONASTERII S. PETRI GLOUCESTRIÆ.* Vols. I., II., and III. *Edited by* W. H. HART, Esq., F.S.A., Membre correspondant de la Société des Antiquaires de Normandie. 1863—1867.

This work consists of two parts, the History and the Cartulary of the Monastery of St. Peter, Gloucester. The history furnishes an account of the monastery from its foundation, in the year 681, to the early part of the reign of Richard II., together with a calendar of donations and benefactions. It treats principally of the affairs of the monastery, but occasionally matters of general history are introduced. Its authorship has generally been assigned to Walter Froucester, the twentieth abbot, but without any foundation.

34. *ALEXANDRI NECKAM DE NATURIS RERUM LIBRI DUO; with NECKAM'S POEM, DE LAUDIBUS DIVINÆ SAPIENTIÆ.* *Edited by* THOMAS WRIGHT, Esq., M.A. 1863.

Neckam was a man who devoted himself to science, such as it was in the twelfth century. In the "De Naturis Rerum" are to be found what may be called the rudiments of many sciences mixed up with much error and ignorance. Neckam was not thought infallible, even by his contemporaries, for Roger Bacon remarks of him, "this Alexander in many things wrote what was true and useful; but he neither can nor ought by just title to be reckoned among authorities." Neckam, however, had sufficient independence of thought to differ from some of the schoolmen who in his time considered themselves the only judges of literature. He had his own views in morals, and in giving us a glimpse of them, as well as of his other opinions, he throws much light upon the manners, customs, and general tone of thought prevalent in the twelfth century. The poem entitled "De Laudibus Divinæ Sapientię" appears to be a metrical paraphrase or abridgment of the "De Naturis Rerum." It is written in the elegiac metre, and though there are many lines which violate classical rules, it is, as a whole, above the ordinary standard of mediæval Latin.

35. *LEECHDOMS, WORTCUNNING, AND STARCRAFT OF EARLY ENGLAND; being a Collection of Documents illustrating the History of Science in this Country before the Norman Conquest.* Vols. I., II., and III. *Collected and edited by the Rev. T. OSWALD COCKAYNE, M.A., of St. John's College, Cambridge.* 1864—1866.

This work illustrates not only the history of science, but the history of superstition. In addition to the information bearing directly upon the medical skill and medical faith of the times, there are many passages which incidentally throw

light upon the general mode of life and ordinary diet. The volumes are interesting not only in their scientific, but also in their social aspect. The manuscripts from which they have been printed are valuable to the Anglo-Saxon scholar for the illustrations they afford of Anglo-Saxon orthography.

36. **ANNALES MONASTICI.** Vol. I.:—*Annales de Margan, 1066–1232; Annales de Theokesberia, 1066–1263; Annales de Burton, 1004–1263.* Vol. II.:—*Annales Monasterii de Wintonia, 519–1277; Annales Monasterii de Waverleia, 1–1291.* Vol. III.:—*Annales Prioratus de Dunstaplia, 1–1297. Annales Monasterii de Bermundeseia, 1042–1432.* Vol. IV.:—*Annales Monasterii de Oseneia, 1016–1347; Chronicon vulgo dictum Chronicon Thomæ Wykes, 1066–1289; Annales Prioratus de Wigornia, 1–1377.* Vol. V.:—*Index and Glossary. Edited by HENRY RICHARDS LUARD, M.A., Fellow and Assistant Tutor of Trinity College, and Registry of the University, Cambridge. 1864–1869.*

The present collection of Monastic Annals embraces all the more important chronicles compiled in religious houses in England during the thirteenth century. These distinct works are ten in number. The extreme period which they embrace ranges from the year 1 to 1432, although they refer more especially to the reigns of John, Henry III., and Edward I. Some of these narratives have already appeared in print, but others are printed for the first time.

37. **MAGNA VITA S. HUGONIS EPISCOPI LINCOLNIENSIS.** From Manuscripts in the Bodleian Library, Oxford, and the Imperial Library, Paris. *Edited by the Rev. JAMES F. DIMOCK, M.A., Rector of Barnburgh, Yorkshire. 1864.*

This work contains a number of very curious and interesting incidents, and being the work of a contemporary, is very valuable, not only as a truthful biography of a celebrated ecclesiastic, but as the work of a man, who, from personal knowledge, gives notices of passing events, as well as of individuals who were then taking active part in public affairs. The author, in all probability, was Adam Abbot of Evesham. He was domestic chaplain and private confessor of Bishop Hugh, and in these capacities was admitted to the closest intimacy. Bishop Hugh was Prior of Witham for 11 years before he became Bishop of Lincoln. His consecration took place on the 21st September 1186; he died on the 16th of November 1200; and was canonized in 1220.

38. **CHRONICLES AND MEMORIALS OF THE REIGN OF RICHARD THE FIRST.** Vol. I.:—*ITINERARIUM PEREGRINORUM ET GESTA REGIS RICARDI.* Vol. II.:—*EPISTOLÆ CANTUARIENSES; the Letters of the Prior and Convent of Christ Church, Canterbury; 1187 to 1199. Edited by WILLIAM STUBBS, M.A., Vicar of Navestock, Essex, and Lambeth Librarian. 1864–1865.*

The authorship of the Chronicle in Vol. I., hitherto ascribed to Geoffrey Vinesauf, is now more correctly ascribed to Richard, Canon of the Holy Trinity of London. The narrative extends from 1187 to 1199; but its chief interest consists in the minute and authentic narrative which it furnishes of the exploits of Richard I., from his departure from England in December 1189 to his death in 1199. The author states in his prologue that he was an eye-witness of much that he records; and various incidental circumstances which occur in the course of the narrative confirm this assertion.

The letters in Vol. II., written between 1187 and 1199, are of value as furnishing authentic materials for the history of the ecclesiastical condition of England during the reign of Richard I. They had their origin in a dispute which arose from the attempts of Baldwin and Hubert, archbishops of Canterbury, to found a college of secular canons, a project which gave great umbrage to the monks of Canterbury, who saw in it a design to supplant them in their function of metropolitan chapter. These letters are printed, for the first time, from a MS. belonging to the archiepiscopal library at Lambeth.

39. **RECUEIL DES CRONIKES ET ANCHIENNES ISTORIES DE LA GRANT BRETAGNE A PRESENT NOMME ENGLETERRE, par JEHAN DE WAURIN.** Vol. I. Albina to 688. Vol. II., 1399–1422. Vol. III., 1422–1431. *Edited by WILLIAM HARDY, Esq., F.S.A. 1864–1879.*

- 4). **A COLLECTION OF THE CHRONICLES AND ANCIENT HISTORIES OF GREAT BRITAIN, NOW CALLED ENGLAND**, by JOHN DE WAVRIN. Albina to 688. (Translation of the preceding Vol. I.) *Edited and translated by WILLIAM HARDY, Esq., F.S.A.* 1864.

This curious chronicle extends from the fabulous period of history down to the return of Edward IV. to England in the year 1471 after the second deposition of Henry VI. The manuscript from which the text of the work is taken is preserved in the Imperial Library at Paris, and is believed to be the only complete and nearly contemporary copy in existence. The work, as originally bound, was comprised in six volumes, since rebound in morocco in 12 volumes, folio maximo, vellum, and is illustrated with exquisite miniatures, vignettes, and initial letters. It was written towards the end of the fifteenth century, having been expressly executed for Louis de Bruges, Seigneur de la Gruthuyse and Earl of Winchester, from whose cabinet it passed into the library of Louis XII. at Blois.

41. **POLYCHRONICON RANULPHI HIGDEN**, with Trevisa's Translation. Vols. I. and II. *Edited by* CHURCHILL BABINGTON, B.D., Senior Fellow of St. John's College, Cambridge. Vols. III., IV., V., VI., VII., and VIII. *Edited by* the Rev. JOSEPH RAWSON LUMBY, D.D., Norrisian Professor of Divinity, Vicar of St. Edward's, Fellow of St. Catharine's College, and late Fellow of Magdalene College, Cambridge. 1865-1883.

This is one of the many mediæval chronicles which assume the character of a history of the world. It begins with the creation, and is brought down to the author's own time, the reign of Edward III. Prefixed to the historical portion, is a chapter devoted to geography, in which is given a description of every known land. To say that the Polychronicon was written in the fourteenth century is to say that it is not free from inaccuracies. It has, however, a value apart from its intrinsic merits. It enables us to form a very fair estimate of the knowledge of history and geography which well-informed readers of the fourteenth and fifteenth centuries possessed, for it was then the standard work on general history.

The two English translations, which are printed with the original Latin, afford interesting illustrations of the gradual change of our language, for one was made in the fourteenth century, the other in the fifteenth. The differences between Trevisa's version and that of the unknown writer are often considerable.

42. **LE LIVRE DE REIS DE BRITTANIE E LE LIVRE DE REIS DE ENGLETERE**. *Edited by* JOHN GLOVER, M.A., Vicar of Brading, Isle of Wight, formerly Librarian of Trinity College, Cambridge. 1865.

These two treatises, though they cannot rank as independent narratives, are nevertheless valuable as careful abstracts of previous historians, especially "Le Livre de Reis de Engleterre." Some various readings are given which are interesting to the philologist as instances of semi-Saxonized French.

It is supposed that Peter of Ickham must have been the author, but no certain conclusion on that point has been arrived at.

43. **CHRONICA MONASTERII DE MELSA, AB ANNO 1150 USQUE AD ANNUM 1406**. Vols. I., II., and III. *Edited by* EDWARD AUGUSTUS BOND, Esq., Assistant Keeper of the Manuscripts, and Egerton Librarian, British Museum. 1866-1868.

The Abbey of Meaux was a Cistercian house, and the work of its abbot is both curious and valuable. It is a faithful and often minute record of the establishment of a religious community, of its progress in forming an ample revenue, of its struggles to maintain its acquisitions, and of its relations to the governing institutions of the country. In addition to the private affairs of the monastery, some light is thrown upon the public events of the time, which are however kept distinct, and appear at the end of the history of each abbot's administration. The text has been printed from what is said to be the autograph of the original compiler, Thomas de Burton, the nineteenth abbot.

44. **MATTHÆI PARISIENSIS HISTORIA ANGLORUM, SIVE, UT VULGO DICITUR, HISTORIA MINOR**. Vols. I., II., and III. 1067-1253. *Edited by* Sir FREDERIC MADDEN, K.H., Keeper of the Department of Manuscripts, British Museum. 1866-1869.

The exact date at which this work was written is, according to the chronicler, 1250. The history is of considerable value as an illustration of the period during



which the author lived, and contains a good summary of the events which followed the Conquest. This minor chronicle is, however, based on another work (also written by Matthew Paris) giving fuller details, which has been called the "Historia Major." The chronicle here published, nevertheless, gives some information not to be found in the greater history.

45. **LIBER MONASTERII DE HYDA: A CHRONICLE AND CHARTULARY OF HYDE ABBEY, WINCHESTER, 455-1023.** *Edited, from a Manuscript in the Library of the Earl of Macclesfield, by EDWARD EDWARDS, Esq.* 1866.

The "Book of Hyde" is a compilation from much earlier sources which are usually indicated with considerable care and precision. In many cases, however, the Hyde chronicler appears to correct, to qualify, or to amplify—either from tradition or from sources of information not now discoverable—the statements, which, in substance, he adopts. He also mentions, and frequently quotes from writers whose works are either entirely lost or at present known only by fragments.

There is to be found, in the "Book of Hyde," much information relating to the reign of King Alfred which is not known to exist elsewhere. The volume contains some curious specimens of Anglo-Saxon and Mediæval English.

46. **CHRONICON SCOTORUM: A CHRONICLE OF IRISH AFFAIRS, from the EARLIEST TIMES to 1135; with a SUPPLEMENT, containing the Events from 1141 to 1150.** *Edited, with a Translation, by WILLIAM MAUNSELL HENNESSY, Esq., M.R.I.A.* 1866.

There is, in this volume, a legendary account of the peopling of Ireland and of the adventures which befell the various heroes who are said to have been connected with Irish history. The details are, however, very meagre both for this period and for the time when history becomes more authentic. The plan adopted in the chronicle gives the appearance of an accuracy to which the earlier portions of the work cannot have any claim. The succession of events is marked, year by year, from A.M. 1599 to A.D. 1150. The principal events narrated in the later portion of the work are, the invasions of foreigners, and the wars of the Irish among themselves. The text has been printed from a MS. preserved in the library of Trinity College, Dublin, written partly in Latin, partly in Irish.

47. **THE CHRONICLE OF PIERRE DE LANGTOFT, in FRENCH VERSE, FROM THE EARLIEST PERIOD to the DEATH OF EDWARD I. Vols. I. and II.** *Edited by THOMAS WRIGHT, Esq., M.A.* 1866-1868.

It is probable that Pierre de Langtoft was a canon of Bridlington, in Yorkshire, and that he lived in the reign of Edward I., and during a portion of the reign of Edward II. This chronicle is divided into three parts; in the first is an abridgment of Geoffrey of Monmouth's "Historia Britonum," in the second, a history of the Anglo-Saxon and Norman kings, down to the death of Henry III., and in the third a history of the reign of Edward I. The principal object of the work was apparently to show the justice of Edward's Scottish wars. The language is singularly corrupt, and a curious specimen of the French of Yorkshire.

48. **THE WAR OF THE GAEDHIL WITH THE GAILL, OR, THE INVASIONS OF IRELAND BY THE DANES AND OTHER NORSEMEN.** *Edited, with a Translation, by JAMES HENTHORN TODD, D.D., Senior Fellow of Trinity College, and Regius Professor of Hebrew in the University, Dublin.* 1867.

The work in its present form, in the editor's opinion, is a comparatively modern version of an undoubtedly ancient original. That it was compiled from contemporary materials has been proved by curious incidental evidence. It is stated in the account given of the battle of Clontarf that the full tide in Dublin Bay on the day of the battle (23 April 1014) coincided with sunrise; and that the returning tide in the evening aided considerably in the defeat of the Danes. The fact has been verified by astronomical calculations, and the inference is that the author of the chronicle, if not himself an eye-witness, must have derived his information from those who were eye-witnesses. The contents of the work are sufficiently described in its title. The story is told after the manner of the Scandinavian Sagas, with poems and fragments of poems introduced into the prose narrative.

49. **GESTA REGIS HENRICI SECUNDI BENEDICTI ABBATIS. THE CHRONICLE OF THE REIGNS OF HENRY II. AND RICHARD I., 1169-1192, known under the name of BENEDICT OF PETERBOROUGH. Vols. I. and II.**

*Edited by WILLIAM STUBBS, M.A., Regius Professor of Modern History, Oxford, and Lambeth Librarian. 1867.*

This chronicle of the reigns of Henry II. and Richard I., known commonly under the name of Benedict of Peterborough, is one of the best existing specimens of a class of historical compositions of the first importance to the student.

50. *MUNIMENTA ACADEMICA, OR, DOCUMENTS ILLUSTRATIVE OF ACADEMICAL LIFE AND STUDIES AT OXFORD (in Two Parts). Edited by the Rev. HENRY ANSTEY, M.A., Vicar of St. Wendron, Cornwall, and lately Vice-Principal of St. Mary Hall, Oxford. 1868.*

This work will supply materials for a History of Academical Life and Studies in the University of Oxford during the 13th, 14th, and 15th centuries.

51. *CHRONICA MAGISTRI ROGERI DE HOVEDENE. Vols. I., II., III., and IV, Edited by WILLIAM STUBBS, M.A., Regius Professor of Modern History, and Fellow of Oriel College, Oxford. 1868-1871.*

This work has long been justly celebrated, but not thoroughly understood until Mr. Stubbs' edition. The earlier portion, extending from 732 to 1148, appears to be a copy of a compilation made in Northumbria about 1161, to which Hoveden added little. From 1148 to 1169—a very valuable portion of this work—the matter is derived from another source, to which Hoveden appears to have supplied little, and not always judiciously. From 1170 to 1192 is the portion which corresponds with the Chronicle known under the name of Benedict of Peterborough (*see* No. 49); but it is not a copy, being sometimes an abridgment, at others a paraphrase; occasionally the two works entirely agree; showing that both writers had access to the same materials, but dealt with them differently. From 1192 to 1201 may be said to be wholly Hoveden's work; it is extremely valuable, and an authority of the first importance.

52. *WILLELMI MALMESBIRIENSIS MONACHI DE GESTIS PONTIFICUM ANGLORUM LIBRI QUINQUE. Edited, from William of Malmesbury's Autograph MS., by N. E. S. A. HAMILTON, Esq., of the Department of Manuscripts, British Museum. 1870.*

William of Malmesbury's "*Gesta Pontificum*" is the principal foundation of English Ecclesiastical Biography, down to the year 1122. The manuscript which has been followed in this Edition is supposed by Mr. Hamilton to be the author's autograph, containing his latest additions and amendments.

53. *HISTORIC AND MUNICIPAL DOCUMENTS OF IRELAND, FROM THE ARCHIVES OF THE CITY OF DUBLIN, &c. 1172-1320. Edited by JOHN T. GILBERT, Esq., F.S.A., Secretary of the Public Record Office of Ireland. 1870.*

A collection of original documents, elucidating mainly the history and condition of the municipal, middle, and trading classes under or in relation with the rule of England in Ireland,—a subject hitherto in almost total obscurity. Extending over the first hundred and fifty years of the Anglo-Norman settlement, the series includes charters, municipal laws and regulations, rolls of names of citizens and members of merchant-guilds, lists of commodities with their rates, correspondence, illustrations of relations between ecclesiastics and laity; together with many documents exhibiting the state of Ireland during the presence there of the Scots under Robert and Edward Bruce.

54. *THE ANNALS OF LOCH CÉ. A CHRONICLE OF IRISH AFFAIRS, FROM 1014 to 1590. Vols. I. and II. Edited, with a Translation, by WILLIAM MAUNSELL HENNESSY, Esq., M.R.I.A. 1871.*

The original of this chronicle has passed under various names. The title of "*Annals of Loch Cé*" was given to it by Professor O'Curry, on the ground that it was transcribed for Brian Mac Dermot, an Irish chieftain, who resided on the island in Loch Cé, in the county of Roscommon. It adds much to the materials for the civil and ecclesiastical history of Ireland; and contains many curious references to English and foreign affairs, not noticed in any other chronicle.

55. *MONUMENTA JURIDICA. THE BLACK BOOK OF THE ADMIRALTY, WITH APPENDICES. Vols. I., II., III., and IV. Edited by SIR TRAVERS TWISS, Q.C., D.C.L. 1871-1876.*

This book contains the ancient ordinances and laws relating to the navy and was probably compiled for the use of the Lord High Admiral of England. Selden calls it the "*jewel of the Admiralty Records*." Prynn ascribes to the Black Book the same authority in the Admiralty as the Black and Red Books have in the Court of Exchequer, and most English writers on maritime law recognize its importance.

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**DOMESDAY BOOK**, or the GREAT SURVEY OF ENGLAND OF WILLIAM THE CONQUEROR, 1086; fac-simile of the Part relating to each county, separately (with a few exceptions of double counties). Photozincographed, by Her Majesty's Command, at the Ordnance Survey Office, Southampton, Colonel SIR HENRY JAMES, R.E., F.R.S., &c., Director. 35 Parts, imperial quarto and demy quarto (1861-1863) boards. *Price 8s. to 1l. 3s. each Part, according to size; or, bound in 2 Vols., 20l. (The edition in two volumes is out of print.)*

This important and unique survey of the greater portion of England\* is the oldest and most valuable record in the national archives. It was commenced about the year 1084 and finished in 1086. Its compilation was determined upon at Gloucester by William the Conqueror, in council, in order that he might know what was due to him, in the way of tax, from his subjects, and that each at the same time might know what he had to pay. It was compiled as much for their protection as for the benefit of the sovereign. The nobility and people had been grievously distressed at the time by the king bringing over large numbers of French and Bretons, and quartering them on his subjects, "each according to the measure of his land," for the purpose of resisting the invasion of Cnut, King of Denmark, which was apprehended. The commissioners appointed to make the survey were to inquire the name of each place; who held it in the time of King Edward the Confessor; the present possessor; how many hides were in the manor; how many ploughs were in demesne; how many homagers; how many villeins; how many cottars; how many serving men; how many free tenants; how many tenants in soccage; how much wood, meadow, and pasture; the number of mills and fish-ponds; what had been added or taken away from the place; what was the gross value in the time of Edward the Confessor; the present value; and how much each free-man or soc-man had, and whether any advance could be made in the value. Thus could be ascertained who held the estate in the time of King Edward; who then held it; its value in the time of the late king; and its value as it stood at the formation of the survey. So minute was the survey, that the writer of the contemporary portion of the Saxon Chronicle records, with some asperity—"So very narrowly he caused it to be traced out, that there was not a single hide, nor one virgate of land, nor even, "it is shame to tell, though it seemed to him no shame to do, an ox, nor a cow, nor a swine was left, that was not set down."

Domesday Survey is in two parts or volumes. The first, in folio, contains the counties of Bedford, Berks, Bucks, Cambridge, Chester and Lancaster, Cornwall, Derby, Devon, Dorset, Gloucester, Hants, Hereford, Herts, Huntingdon, Kent, Leicester and Rutland, Lincoln, Middlesex, Northampton, Nottingham, Oxford, Salop, Somerset, Stafford, Surrey, Sussex, Warwick, Wilts, Worcester, and York. The second volume, in quarto, contains the counties of Essex, Norfolk, and Suffolk.

Domesday Book was printed *verbatim et literatim* during the last century, in consequence of an address of the House of Lords to King George III. in 1767. It was not, however, commenced until 1773, and was completed early in 1783. In 1860, Her Majesty's Government, with the concurrence of the Master of the Rolls, determined to apply the art of photozincography to the production of a fac-simile of Domesday Book, under the superintendence of Colonel Sir Henry James, R.E., Director of the Ordnance Survey, Southampton. The fac-simile was completed in 1863.

\*For some reason left unexplained, many parts were left unsurveyed; Northumberland, Cumberland, Westmoreland, and Durham, are not described in the survey; nor does Lancashire appear under its proper name; but Furness, and the northern part of Lancashire, as well as the south of Westmoreland, with a part of Cumberland, are included within the West Riding of Yorkshire. That part of Lancashire which lies between the Ribble and Mersey, and which at the time of the survey comprehended 688 manors, is joined to Cheshire. Part of Rutland is described in the counties of Northampton and Lincoln.

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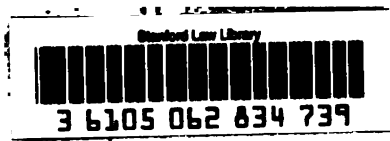
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